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of Story County Revealed Services of the County To conting of Jones & D. 1862 and in Sock of Local to County To conting of Social Story County of Junes and 1862 and in Sock of Local to page 112 Story County Records. Logather with all and Dingular the Construct live de Comment and appullentement thereunto believing or in any ment affectioning thinks. Coul also all and singer for the right little interest for operty for some aline and demand to the in law and in equity of the social fronty of the forst front of in and to the francier and every fast thereof. To have and to hald all and prometer with the appealment forever with the appealment forever the francier of the part for their heir ound wrings forever and by and the party of the first fact for himself and his heir executors and administration dothe comment for angen and agree to and with the I said fraction of the second front their heirs executors adminustrators and assign that he harth and anade done committed executed or suffered any wet or cet thing or things whatsome or whereby or by point or francil their of new one or at any time hereafter aballor her functioned be showed and and sear the day and year fire to about Signed Sealed and delined in the formune of 3 A.J. Tyrrell Cool On this County find day of march 1861 6. for an Fill Fretter a) Melany Public in our for wend loverity personally appeared a J. Tyricle personally Kinema to one to be the person described in and of executed the foregoing instrument who duly acknowledged tome that he executed the same freely and coloralandy and for the uses and freshow therewould well oned Welier my hourd and officeal lead the date last above multin J.a. Frile Mulary Public -Recorded a Conquest of for Skar June 11" 1864 at 35 anim part 12 Rose of This enclenture made and entered with this (R.S. 50 00 Elwerth day of June in the year our thousand R. H. Rogers) = eight hundred and antly four Between Chauncy

of Story County Renada Territory on the 23 day of Jun and 18th of round Story beauty on the 74" day of Juni C.D. 1862 and in Book a of Localina page 13 Story County Records Logether with all and Dingular the leir ment here delacements and appentenences thereunto belonging or in any meer appertaining thereto. and also all and origin los the right little certifiest for operty for serious of give and decented both in low and in equally of this said fourty of the ferst fait and singular the aforementioned premiers with the appointment with the francies of the second point their heir ound assign forever and the said franky of the first fait for homes of and his heins executions and administration dothe comment frances and regrectorand with the I said forties of this second fait their heir executor, administrators and assigns that he houth met and down committed executed or suffered iny out or act thing or thing or there you wheats were where by or by priceworking the above reculious and decembed promises or any heart or francil thereof new and or at any line hereafter about or many be info cached changed or incumbered, in any mountainer or many or heat or in the Witness (Whereof said fairly of the first part has function from first part Sugard Sealed and delivered in the forming of I Any Syrrell lead Timeling of Accordance weeky of Story 35. On this livinity find day of march 1861 6 for and Fa Touther Motory Pulling and for and beauty personally appeared afe Tyrrel & francically Krever to one to be the ferroundescribed in and of a executed the foregoing intrument who duly acknowledged to me that he executed this some freely and colored and good for the uses and from therewomentered Coul Witness my hand and officeal head the doct last above multin F.a. Frile Molary Public -Recented at original of for Skaw June 11" 1864 at 35 anim post 12?
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il I alamed by Ogden weld by him I farm Sinkay the Gantie herein and mill night corners & misheden at opener of ground about five houndred feet in windthe whis deed is given to come trie given early last spring which is claimed to be lost erigether with all and any last the tenements here to appartments belonging it in anymic apparating and the real der sont were and profit haref land ale all the set tille, whered, property, processor claims and domand whatever sound in law see of the will party of the fiel port of in on to the stone denich bearing and way bell call thereof with the apparaments of House and a Holl all and impose the whole Atrich and described promise to pertin with the apportunities and the sail pering of the sail back and to his here and serious fraces In themen Whereit she card print fiel pack her herewite out his hand and eval the day and year first alo Samuel Sankey (State of Manda Comby of bory 3 h y beine day of any Las one thous I have they the house it my had and the Lat free les de per in the both first first alone . Alo Kenon Notary Polle associated request of the h. Stanley ang. 22 18th at 18 min hat 12 rolat 916 Hall buy Bender Land Roger I Shae 3 W. S. Revenue flat. State Koverie fine This Indentice Made the two ty first day of angust a The year of our Lord one thousand eight hundred and Sway Retirien Chauncey A Land, and halp to Ke Rodgest and John Shae, by their altorney in foo 6 B. Land partie of the first part and the alpha Soll Holl Mining brownpany puty of the see and part thetrewith, That the said parties of the first part for and on amerideration of the pion of One Hundred Thousand (1102000) Dollars lauful money of the United States of awarea, to them in hand paid by the earl party of the second part at or lefour the orienting. and delivery of these presents, the receipt where of is hereby actinowledged hath granted langained and sold conveyed and confirmed, and by these presents docto grand baiga and ally somey and confirm outs the said party of the woord part and to its ence and assigns frever all their right title and interest in and to that certain hart of land owned by the Vacifie Mill Go Situated in Gold Conon Same what to mile routel from the Devila State Fill House, and bounded as follows Commencing at a point 3.90 feel & 18 to from the much thest corner of the Grant of land, located by a f. Syrall fine 23° 1869, an surreyed by E. D. Mason Tep la Surveyor of Storey la Her, and summing thouse 1. A 63% 6 384 feet or a pine string - showce A 150% 7 240 .. 8 A. 51° 6 179 7 6 416 h 120

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fourt their hours and actigous to them and their our for for wie benefit with School forever Provided always and these presents are upon this enforces - candition that if the said party of the first front its successor assigned Shall well and truly payents the Sail parties of the search front their executions administrators or assigns to said suns of money secured love paid by the said for omessory notes and the interest there at the time and in the manner mentions due the Said notes according to the true nited and meaning thereof, and also pay the other morning Comme after ogred to be paid as him provided and then these foresents and the estate hereby granted shall consedition incound howard and the said Party of the first for it self and it successors doth comment und agree be pary and the said faculies of the second part their exacutors administrate tors or assigns the said beaut of money and utherest as mentioned a love an premied to be fried as a foresaid and if default be made in the programment of the Said promissing notes or cetter of them with cultured that may granden therem or any fruit thereof the a the whole of Said principal Succes that become die and payable, and it that belauful for the said parties of the secure fout their executors administrators and assigned to outerinto and upmace and sugular the premies hereby granted or the toulder libe and to sele and dispose of the same and all benefits and square of reducification of the boil parties of the first parties successed or assigned themen of publicandinacconding of desandualista direction and decreef Same Court of competent purishetion, and out of the monganing from such vale to retain the forincipal and interest which shall then be due on the said formising notes to gether will the costs and changes for advertisement and hale of the Said farmises and affinit for for obscine, including consider Leri and also the account of all such payments of Lages assistments of in cumbrances as marghan been much by to said posters of the promote fact their heir executors odurinistrators or orderens by warmed title permission himmon fler gener with the reduced on the source hereine fler allowed rendering the overplus of the purchase many of my there shall beaute the said party of the first front its success ors or ansigne. and the same frontiers of chaffiest fount further concumued and segree with the bain fairly of the second part to pay and dispargent moderaty all lines and incurred ances was subsetting and also all tages changes and additionant which are no or may line after be in ford upon Said land and premien Vacil upon this mortgage or the moreys hereby secured during its curse Tunion cestant in default theme the said parties of the second front should Jampan duching the some out the suns open that bear entered at the nato of natous quarter per contfour menth and shall be and hereby received by these presents, and ballen upon band formiers, and shall be deducted from the proceeds of the rice there of ative mentioned with autient as levere formeded. In Jetues Wheref the President of and love pary hath signed and the breestany of Said Cone pany hat could remit the present, long duly authors in thomas to

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467 Comore Will Detoming los of This In denture Made the gr day of elfore in the year of our A. J. Mooniew I have thomeand by he howard and By lity five Between the Warris Mill and Mining Company by the foundant William Showson duly anthmy set that and & g kaloluser of home to an eros late of Galigonia Grantes of the first sort and it I Morroson the thing please the handy of the descreed front . White the the first for and in conce the the first one love of the Winter State of the to the mand hand by the last bout of the here from the meet who of a lovely well only as have the hand of the former of the former of the former the remark will are and forward quile and mile the suit the the second back and to his here in acception and the best to fine or parely faired literate from the tong in the zone of fold Hell bounty of May Hall of Merada and bounded and particularly doc the first book hat pumber a lawy diana (2) and That les (32) in Black Noundered Suy (6) Range 6" and the North his him area of late muchan tung this (69) and think the (1) is hard Bleat minuted Here (6) Range & a Charan and designated upon to Mille plat of the said for of bear the said the first have as the been ichell proporty the with the and by when the low out has arta The second second in sure propert there the second of the second of the second of the The state of the s The year of a fact part of war to the a see to they best our or parcel thorage, worth the second secon the safety with the appointmences, and a live part is the described part his him

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State of California) 18 bity and barnety of dom framence) I her Ithrose a born. merioner for the State of Noverda duly Commessioned and qualified under and by vities of the Laws thereof, neceding in the bety and bounty of Som Inomerces and State of Calipornia de certify that on the 25 day of Many in the year of our Lord One Universed Eight hundred and eight fine before one personally appeared E. for Raddown personally Horacon to see to be the person whose morning is Anhanched to the mornessed instrument as part thereto, and to be the endorsemal deverabed in and who surrented the Societ westerment. Conse he duly actionalized to me that he succested the down freely and voluntarily and for the was and purposes therein southoused. In Witness Whereof I home hereunts det my house and affired my official deal the as luck Commissioner at my Office in the bety and landy of Love transeines and State of balyonnie the day and year but about writtent Jee Illnow Commessioner for Merador Som Formeres California Feled and Recorded This 26th day of Mary a 1855-

Sharen and Jounes & Dobinson . America is her Considered and Secretary westpreatedly of the Remon Mill and toming Company the Conferention that susualed The within mistimment and they duly well martiped to one that Luck corporation enceuted the dance In Witness Whereof I have hereunts det my hand and appried my official deal, at my office in the bity and County of Some In mines the day and good last above written Go Geo J. Knost Notary Public State of California bity and bounty of Som framence) I her Ilmoss a borns nuceioner for the State of Nevada oluly Commissioned and qualified under and by wither of the Laws thereof, misiding in the bity and bounty of Son Inomerces and State of Caliparnia de certify that on the 25th day of Many in the grave of our Lord Our Thousand Eight hundred and eighty free before one personally appeared E.f. Baldwin personally Borown to see to be the person whose name is subscribed to the amount instrument as part thereto, and to be the indevidend descrebed in and who succeed the Sould westerment. and he duly actionalized to me that he excessive. the I ome fruly and voluntarily and for the me and purposes therein musticed. In Witness Whering I have hereunts det my hound and affired my official deal The as Luck Commercia at my Office in the bety and Country of Law Transers and State of balgarries the day and years but above writtenlighter y Hury Commissioner for Nevador Som From ence California Tiled and Ke conded this 26th day of Mary a & 1885 at Request of William Sharon at 36 monates seaso 11. Oblivet a. m. John Ross Recorder

1886 al Reported by In St. Williams the way well so there port 12 M John Russ Comety Rummer Stone Somty New and Book 47 615-616 A J. Monione , Has Incentione beach the Think day 16 - Cof September wi the gene of windows Justice Mining bed and Thomsend ing ht Somme and eighty free. Between Af Marine sing the bety and burnety of law Frances in Mate of Colymon the party of the first part over The justice Mouning Campaing 1) burfore atoric duly ungenerald and existing martin and by Ventre of the Love of the state of baleprine whose promoted silve of business is in the bity they benefit appoint formeres in David Date up bally or menter party of her seeing pour. It here the That the sind party of the perse have fur pair consecution of the some of une homen un figh (# 150) bactores longue money of The Mother State of Ornewed to him in hand have by the source tructy of his secure frant his receipe wheney is henry outhourseleged lede manner , well was down formers quetelemed and by these processed date some release and provinces quet claime with the source frante of her Second part and to his hour our mesugons former ace Those contina lats here or force cel of Land, delicate. by many and having in the Landon of Sold bed burning of Stony State of Neword and particularly bounded and disenched in follows to wei Lots orimbrad Liverty dence (37) and Thurty two (12) in block ournhear day (6) Range 6. and her Nante Levo himoland (200) feet of Lats our here Jounty Anis (29) and thucky time (33) mi relaced aumiticed dost (6) Range as thursdown muce designated where the Official point of he social France of the Hold their . The said Implerity being Browner on the Secreptic check Simplerity Hogethen with all and Angelow he bereint house

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Janes on In Petiers & housey he south finite of his fores yeard find above written. In the arms on the day and Lity and basinty of Some Times & I ferres & 11 110 a Commise - where for the state of theredow duty commenced and qualified under and by rentice of the daines Thereof, residing in the lorly and burnety of Some In mouves and Phile of bal formie de centify hac on the There day of September. in the years of one dore the the there are eight himeres and Eight fine hapmen one personally appeared of it Morrison fundamente thrown to one to be the person whose name is duliserated to the number histories as a party hunto and to les the Dolineanas describece in and who encueted the Louis historness And he he Louis A f Marrison duly nell nordedges to me has he succeeded the some freely our walnutander and for the user and fine power tracein mentioned In Helicas Whenery. I have howeverto set my becine and offine my officing lead, as such Business Cammer vivince cot my office in the bety and bring of Som I securice and State of Colepania This Shows day of September in the years of wire Land one Thursday right the mound and right fine Jours & Knig banimes ancigon Mes ocal in drie In one ereco baleforme 508 boiliganin Street I our Francisco Helecano Recordece John Russ County Recorder More County John M. Belly) This Induction Monde the 5th day Lo W. J. Luke (Sand one there and explition me and Broken der Bitanis Out in E. H. D.

Deeds 64 338-344

known to me to be the person described in and who executed the oregoing instrument, and he duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

lotilde Maxwell lotary Public

My Commission Expires July 14,1962

Filed for Record at request of Springmeyer, Thompson & Dixon Sept. 19,1959 at 55 min. past 11 o'olook A.M.

County Recorder

No.25439

By: R. L. Holt assistant Trust Officer First National Bank of Nevada

Documentary stamps in the TRUSTEE'S DEED OF FIRST NATIONAL BANK OF NEVADA, amount of \$45.10 are RENO, NEVADA, AS TRUSTEE UNDER DEED OF TRUST affixed to the Deed DATED APRIL 1,1948 FOR DAYTON CONSOLIDATED recorded in Lyon County MINES COMPANY; A NEVADA CORPORATION, TO By:R.L.Holt assistant DAYTON INSPIRATION GOLD CORP., A NEVADA CORPORATION.

WHEREAS, on April 1,1948 Dayton Consolidated Mines Company, a Nevada corporation, made and executed a deed of trust, recorded in the Office of the County Recorder of Lyon County, Nevada, in Book "S" of Mortgages, at page 526, and further recorded in the records of the County Recorder of Storey County in Book "P" of Mortgages at page 252, both recordings of said County Recorders of the Counties of Lyon and Storey being July 1, 1948, and

WHEREAS, First National Bank of Nevada, Reno, Nevada, a national banking association having its principal place of business in Reno, Washoe County, Novada, is named trustee in said deed of trust, and

WHEREAS, upon default of the terms of said deed of trust said First National Bank of Nevada, Reno, Nevada, as trustee, on April 22,1959, recorded a notice of breach and default under said deed of trust and election to sell the property described in said deed of trust, which notice of breach and election to sell was recorded on April 22,1959, in the Office of the County Recorder of Lyon County, Nevada, in Book "Z" of Mortgages at page 11 and on April 23,1959 was recorded in the Office of the County Recorder of Storey County in Book "W" of P.of A. at page 5, and

WHEREAS, following thirty-five days from the recording of said notice of breach and default and intention to sell, First National Bank of Nevada gave notice of sale to be held on the courthouse steps of the Courthouse at Virginia City, Storey County, Nevada, at 2 p.m. on the 11th day of September 1959, which notice of sale was posted on the notice board in front of the Lyon County Courthouse at Yerington, Nevada, upon a notice board at the corner of Main Street north of the flower shop in Yerington, Lyon County, Nevada, and upon a notice board on the street south of the Courthouse in Yerington, Lyon County, Nevada, by the Sheriff of Lyon County, Nevada, and said trustee further caused said notice of sale to be posted on the Sheriff's Bulletin Board, Storey County Courthouse in Virginia City, Nevada, upon the Post Masters Bulletin Board, U.S. Post Office, Virginia City, Nevada, and at Dayton Consolidated Mines Shaft, Gold Hill, Nevada, by the Sheriff of Storey County, Nevada, and, further, said trustee caused publication of the notice of sele to be published in the Counties of Storey, Lyon and Washoe, Nevada and in the City and County of San Francisco, California, and at Pittsburgh, Allegheny County, Pennsylvania, by publication as follows: On July 31, August 7, 14 and 21,1951 in Pittsburgh Press at Pittsburgh, Allegheny County, Pennsylvania; for three times with first publication on July 31st and last publication on August 21,1959 in the Mason Valley News at Yerington, Lyon County, Navada; on July 31, August 7, 14 and 21,1959

in the Territorial Enterprise and Virginia City News in Virginia City, Storey County, Nevada; on August 3,10, 17 and 24,1959 in the Recorder in the City and County of San Francisco, State of California; and on July 31, August 7,14 and 21,1959 in the Nevada State Journal in Reno, Washoe County, Nevada, and

WHEREAS, at the time and place of sale, to wit, on September 11,1959 at 2 p.m. on the front steps of the Courthouse at Virginia City, Storey County, Nevada, the highest bid received by the trustee was the sum of \$40,589.72 from Dayton Inspiration Gold Corp., a Nevada corporation, which the trustee declared as the highest bid, the trustee thereupon sold all right, title and interest of the trustee to said highest bidder and said sum of \$40,589.72 was then and there paid over to the trustee as consideration pursuant to the terms of the sale and in the manner provided as conditions of the sale.

NOW, THEREFORE, by virtue of the power of sale, authority, rights, and all powers in that certain deed of trust dated April 1,1948 between Dayton Consolidated Mines Company, a Nevada corporation, and First National Bank of Nevada, Reno, Nevada, as trustee, the undersimed, First National Bank of Nevada, Reno, Nevada, hereby assigns, sets over, conveys, grants, sells and delivers, without any warranty, covenant or liability on the part of First National Bank of Nevada, Reno, Nevada, but without limitation as to any rights held by First National Bank of Nevada, as trustee under said deed of trust, all of the right, title and interest of First National Bank of Nevada, Reno, Nevada, in and to sny of the following described real property or the personal property contained thereon, held by First National Bank of Nevada in its capacity as trustee under said deed of trust, to DAYTON INSPIRATION GOLD CORP. A Nevada corporation and to its successors and assigns forever, being all those certain patented and possessory mining claims and pieces and parcels of land hereinafter described, together with all other real estate, minerals, ores and personal property belonging to, connected with or arising out of said deed of trust of April 1,1948 and standing in the name of First National Bank of Nevada as trustee, to wit:

A. The following locate, situate and being in the Gold Hill Mining District, Storey County, State of Nevada, and more particularly described as follows, to wit:

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records

Memphis Claim, U.S. Survey No. 100, petent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30,31,27 and the West 22 feet of Lot 29, the North 200 feet of Lot 29,part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56 in Block 8, Range D, Gold Hill.

TOGETHER with all the dips, spurs, and angles, and also all the matals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from JUSTICE GOLD AND SILVER MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated December 18,1941, recorded in Book 62 of Deeds, Page 157, Records of Storey County, Nevada.

TRACT 2

Shoshone-Comstock No.2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's office, Storey County,

Reystone Patented mining claim, being U.S. Survey No.55, patent therefor being recorded in Book 36, page 56, Storey County, Nevada, Records.

Chonta (sometimes called the Front Lode), being U.S. Survey No. 117.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident; appendant; and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from the COMSTOCK KEYSTONE MINING COMPANY, a Nevada Corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated September 18,1936, recorded in Book 62 of Deeds, Page 20, Records of Storey County, Nevada.

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining Claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, Page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G. Page 34.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49,49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically

TOOETHER with all the dips, spurs, and angles, and also all the metals ,ores, cold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendent, and appurtenant, or therewith usually had and enjoyed.

ABOVE covered by Deed from CONSOLIDATED CHOLLAR GOULD AND SAVAGE MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated June 17, 1947; recorded in Book 62 of Deeds, page 536, Records of Storey County, Nevada.

TRACT 4

Lots numbered 16, 17, 19, 20, 21 and 22 in Blook 6 of Range C of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated May 28,1940, recorded in Book 62 of Deeds, Page 45, Records of Storey County, Nevada.

Part of Lot Number 18 in Block 6, Range C of Gold Hill Townsite, Storey County, Navada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated March 31,1942, recorded in Book 62 of Deeds, Page 168, Records of Storey County, Nevada.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, robk, and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

TRACT 5

Guardian, (possessory), the certificate of location is recorded in Book G, page 575, Storey County, Nevada, Records.

Defender, (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector, (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King, (rossessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

All of above possessory claims located by Dayton Consolidated Mines Company.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or take ed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

B. The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Neveda, and more particularly described as follows, to wit:

TRACT 6

The Dayton (Merble Lode, U.S. Survey No. 66.)

AROVE covered by Deed from the HOBART ESTATE COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated October 10,1933, recorded in Book 27 of Deeds, Page 427, Records of Lyon County,

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

ABOVE covered by Deed from the KOSSUTH MINING COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated April 1,1936, recorded in Book M of Mining Deeds, Page 466, Records of Lyon County, Nevada.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B Surveys, Page 105, Lyon County, Nevada, Records.

APOVE covered by Deed from Maud Lee Flood (widow of James L. Flood, deceased), MARY EMMA FLOOD STERBINS (daughter of James L. Flood, deceased), and JAMES L. FLOOD (son of James L. Flood, deceased) to DAYTON CONSOLIDATED MINES COMPANY, dated October 22, 1934, recorded in Book M, of Mining Deeds Page 380, Lyon County, Nevada, Records.

The Alhambra, U.S.Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B Surveys, Page 74, Lyon County, Nevada, Records.

ABOVE covered by Deed from LILY EHRHORN, TRUSTEE OF THE ALHAMBRA MINING COMPANY, to DAYTON CONSOLIDATED MINES COMPANY, dated June 15, 1934, recorded in Book K, of Mining Deeds, Page 579, Lyon County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Vol.P of locations Page _____, Lyon County, Nevada, Records.

ABOVE covered by Deed from C.N.MILLER to DAYTON CONSOLIDATED MINES COMPANY, dated September 28,1933, recorded in Book M, of mining deeds, Page 371, Lyon County, Nevada, Records.

Mt.Grizzly (possessory) the certificate of location is recorded in Vol.Q of locations, Page 425, Lyon County, Nevada, Records.

ABOVE covered by Deed from FRANK R. GORDON to DAYTON CONSOLIDATED MINES CO., dated September 24,1934, recorded in Book M, of Mining Deeds, Page 378, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S.of Locations, Page 107, Lyon County, Nevada, Records. (This possessory mining claim located by Dayton Consolidated Mines Company)

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Covered by Deed from the Hobert Estate Company to Dayton Consolidated Mines Company, dated October 10, 1933, recorded in Book 27 of Deeds, Page 427, Lyon County, Nevada, Records.

Number 289, Covered by Deed from VIDA BOYLE AND ANNA F. LACROUTS to DAYTON CONSOLIDATED MINES COMPANY, dated November 24,1934, recorded in Book 28 of Deeds, Page 193, Lyon County, Nevada, Records.

Numbers, 273-274 and 275, Covered by Deed from FRED BENNETTS to DAYTON CONSOLIDATED MINES COMPANY, dated December 13,1934, recorded in Book 28 of Deeds, Page 320, Lyon County, Nevada, Records

Number, 103 and known as "Eastern Slope Mill Site," covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated November 30,1934, recorded in Book 28 of Deeds, Page 194, Lyon County, Nevada, Records.

Numbers 101-102 and 133, Covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated October 18,1933, recorded in Book 27 of Deeds, Page 428, Lyon County, Navada, Records.

Numbers 129-134-135-136 and 180, Covered by Deed for ANNA F.LACROUTS to DAYTON CONSOLIDATED KINES COMPANY, dated April 6,1934 recorded in Book 28 of Deeds, Page 192, Lyon County, Nevada, Records.

Part of Lot 104 and all of Lot 286, Covered by Deed from MARY E. FONHAM and LAURA F. GREELEY to DAYTON CONSOLIDATED MINES COMPANY, dated December 4,1933, recorded in Book 27 of Decds, Page 477, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

TRACT 7

Oest Mining Claim, U.S. Survey No. 149 (patented)

Comet North Extension Mining Claim, U.S. Survey No.150, (patented) recorded in Book M of Deeds, Page 327, Lyon County, Nevada, Recorded

Comet Lode Mining Claim; U.S. Survey No. 123 (petented), recorded in Book M of Mining Deeds; Page 55; Lyon County Nevada, Records.

Lanzad Mining Claim, U.S. Survey No. 133, (patented), recorded in Book M of Mining Deeds, Brak 64 Page 343

J. 144 / 3. 1

Page 65, Lyon County, Nevada, Records.

Northern Bell Mining Claim, U.S. Survey No. 158 (patented), recorded in Book M of Mining Deeds, Page 59, Lyon County, Nevada, Records.

Northern Bell No.2 Mining Claim, U.S.Survey No. 151, (patented) recorded in Book M of Mining Deeds, Page 63, Lyon County, Nevada, Records.

Golden Eagle Mining Claim, U.S. Survey No. 157 (patented) recorded in Book M of Mining Deeds, Page 57, Lyon County, Nevada, Records.

Brodek Mining Claim, U.S. Survey No. 1703 (patented), recorded in Book M of Mining Deeds, Page 61, Lyon County, Nevada, Records.

Great Republic Mining Claim (possessory), recorded in Vol.A of Locations, Page 76, Lyon County, Nevada, Records.

Lilly Mining Claim (possessory) recorded in Vol. O of Locations, Page 635, Lyon County, Nevada, Records.

Bandy Mining Claim (possessory) recorded in Vol. O of Locations, Page 634, Lyon County, Nevada Records.

Homer Mining Claim (possessory) recorded in Vol.P of Locations, Page 187, Lyon County, Nevada, Records.

ALL above claims covered by Deed from CLARA I. BOWEN to DAYTON CONSOLIDATED MINES COMPANY, dated November 15,1943, recorded in Book N of Mining Deeds, Page 187, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals.ores.gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

ALSO all other real estate, minerals, ores, (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same belonging to the Company on the date of the Deed of Trust, also all other real estate, mineral ores (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same.

ALSO all mines, mills, plants, buildings, offices, furnaces, forges, tipples, shafts, fixtures, power plants, pumping plants, boiler houses, engine houses, engines, boilers, machinery, belting, cables, shafting, mine cars, cranes, bridges, ovens, tanks, cupulos, machine shops, industrial tanks, railroad rails, railroad tracts, and sidings, switches, elevators, conveyors, binns, pipes and fittings, diamond drills, drills of every description, scales, tools of every description owned or acquired by the Company and which now are or may be situated upon a part of or appurtenent to any of the lands and properties subject to the Deed of Trust.

TOGETTER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainder, rents, issues and profits thereof.

TO HAVE AND TO HOLD unto DAYTON INSPIRATION GOLD CORP., a Nevada corporation, as grantee, and to its successors and assigns, forever.

PROVIDED, ALWAYS, that this deed shall be construed as a quitclaim deed of all the right, title and interest of First National Bank of Nevada, Reno, Nevada, as trustee, and this conveyance shall be and is subject to all encumbrances, liens and taxes of record.

IN WITNESS WHEREOF, the trustee, by and through its duly qualified and authorized officers, has caused this deed to be executed this <u>15th</u> day of September 1959.

FIRST NATIONAL BANK OF NEVADA, RENO; NEVADA, AS TRUSTEE FOR DAYTON CONSOLIDATED MINES COMPANY, A NEVADA CORPORATION.

(SEAL)

By R.O.Kwapil Its Vice Pres. & Sr. Tr Officer

By R.L. Holt
Its Assistant Trust Officer

STATE OF NEVADA)

OUNTY OF WASHOE)

On this 15th day of September A.D. one thousand nine hundred and fifty-nine personally appeared before me, E.R.Vacchina is a Notary Public in and for said County of Washon, R.O.KWAPIL known to me to be the Vice Pres. & Sr.Trust Officer of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Washoe the day and year in this certificate first above written.

(SEAL)

My commission expires: Nov.20,1960 E.R. Vacchina
Notary Public in and for the
County of Washoe, State of Nevada

Filed for Record at request of First National Bank of Nevada Sept. 25,1959 at 5 min.past 11 o'clock

Book 64 Pages 338-344

County Recorder

No. 25451

THIS INDENTURE made this 7 day of August A. D. 1901 between E. B. McTigue of Silver City Lyon County Nevada the party of the first part and Catherine McTigue of the same place the party of the second part

WITHESSETH: That the said party of the first part for and in consideration of the love and affection which the said party of the first part has and bears unto the said party of the second part as also for the better maintenance support protection and livelihood of the said party of the second part does by these presents give, grant, alien and confirm unto the said party of the second part and to her hairs and assigns forever all those certain lots pieces or parcels of land situate lying and being in the town of Silver City County of Lyon, State of Meyeds and bounded and particularly described as follows, toward:

That certain lot of land upon which is situate the residence now occupied by said first party and family in said Silver City the same being situate on the west side of Main Street thereof and having a frontage thereon of seventy five feet more or loss also a lot of land on Main Street (the east side) in Silver City Newada together with the barn thereon, on the south side of Winn & Armstronge barn and stable said land and barn having formerly been the property of James Landry and Rose M. Landry his wife, also that certain house and lot situate lying and being on the east side of Main Street in said town of Silver City Lyon County, Nevada, opposite the residence of said grantor and formerly known as the property of Thomas C. Ford, also all my right title and interest in the Cop Gold and Silver Fining Claim which is a relocation of the Ford Mining Claim and is situate in the Devils Gate & Chinatown Mining District, State of Meyada, also an undivided one half interest in



engineering company colorado state bank building • suite 2180 demer, colorado 80202 • (303) 861-1025

June 10, 1976

Mr. R. W. de la Mare 1604 Pyrenees Carson City, Nev. 89701

Dear Mr. de la Mare:

Pursuant to a meeting you had with Charles E. Melbye Tuesday, April 13th, we wish to confirm the revisions agreed upon to the Assignment of Mining Lease and Option, dated July 21, 1973.

Paragraph 2.2(c)(2) is changed to provide for the payment of \$750.00 per month for the term of the lease. In other words, the change agreed to in our letter to you of December 10, 1975 is hereby canceled and the balance due on February 21 of \$3,750 is also canceled. All other terms remain the same.

You have received our check for \$1,500.00 to cover the March and April 21st payments.

If the above correctly sets forth our understanding, please sign one copy of this letter and return for our file.

Very truly yours,

MINERALS ENGINEERING COMPANY Morch 9, 1977 att Min's. Past 10' clock F.M. Co

Ralph J. Anctil Exploration Manager

RJA/bd

Book 6- PAge 372

_Storey County, Nevada Storey County Recorder

_ Deputy

Fee \$3.00pl

Filed for Record at Request of Houston

File No. 40229

Recorded in Book 6 of Official Records



AMENDMENT TO MINING LEASE AND OPTION
ON CERTAIN PROPERTIES IN STOREY AND LYON COUNTIES, NEVADA

This Agreement made on <u>January 17</u>, 197<u>7</u>, between Dayton Inspiration Gold Corporation ("Lessor") and Minerals Engineering Company ("MECO").

WHEREAS, under date of December 1, 1968, Lessor and R. W. and Dickie De La Mare ("Lessees") entered into a Mining Lease and Option on certain properties in Storey and Lyon Counties. Nevada, herein called the "Mining Lease," and

WHEREAS, by a certain Assignment of Mining Lease and Option dated July 21, 1973, the Lessees assigned their right, title, and interest in the Mining Lease to MECO, and

WHEREAS, the parties hereto desire to amend the Mining Lease in certain particulars, $% \left(1\right) =\left(1\right) \left(1\right) \left($

NOW, THEREFORE, it is agreed as follows:

- 1. Paragraph 2 of the Mining Lease is amended such that the purchase price applicable to the option to purchase is increased from ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000) to TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000). The option price stated herein shall be reduced by the sum of any payments made in accordance with subparagraphs D or E of this paragraph, provided that once payments made in accordance with subparagraphs D and E of this paragraph have reached the sum of One Hundred and Seventy-Five Thousand Dollars (\$175,000), no payments made in accordance with subparagraph D (the minimum royalty payments) shall further reduce the option price.
- 2. Subparagraph E of paragraph 2 of the Mining Lease is hereby amended in its entirety to read as follows:

A royalty of Two and Cne-Half Percent (2½%) of the net smelter receipts, if said Two and One-Half Percent (2½%) is greater than the minimum payments set forth in Item D above. Lessor shall be furnished duplicate mint memoranda or smelter settlement sheets or other evidences of such sale."

 The parties further agree that all other clauses and provisions of the Mining Lease dated December 1, 1968 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of <u>January 17</u>, 19<u>77</u>.

DAYTON INSPIRATION GOLD CORPORATION

ATTEST:

Warms Onstrue Secretary

Secretary

By Buston & Orstine

MINERALS ENGINEERING COMPANY

By Of Fourt

President

COLDENDO

CAPEERIN

ATTEST



135290

Book 6-PAge 373

CONSENTED TO this 14 day of day, 1977.
R. W. De La Mare
Dacags & of Dickie De La Mare
STATE OF One. } ss.
COUNTY OF huntroulh
On the 7th day of 1977, personally appeared before me, a notary public Ruth U Onstine, and Secretary of Dayton Inspiration Gold Corporation, and who acknowledged the above Amendment to Mining Lease and Option on Certain Properties in Storey and Lyon Counties, Nevada.
Witness my hand and official seal. Notary Public Notary Public Notary Public
STATE OF GENERAL SS.
On the //// day of, 197 \(\), personally appeared before me, a notary public \(A \). G. Foust and John B. Carruthers, who are the President and Secretary of Minerals Engineering Company, and who acknowledged that they executed the above Amendment to Mining Lease and Option on Certain Properties in Storey and Lyon Counties, Nevada.
Witness my hand and official seal.
Guy A. Inda Vilotary Public
My commission expires: July 21,1980
Filed for Record at Request of Houston Oil + Minerals Cope. Morch 9 1977 at Min's. Past 100'clock H.M. Recorded in Book 6 of Official Records Page 373 + 3744 Storey County, Nevada
Page 3/3/2 Storey County Recorder. By Deputy File No. 40230 Facktopt -2-
10F00

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Book 6- PAge 374

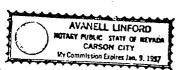
of) ss.

he 14 th. day of fancisco. 1977. personally e me, a notary public, R. W. De La Mare and Dickie Se La owledged that they executed the above Amendment to Mining on on Certain Properties in Storey and Lyon Counties.

ess my hand and official seal.

Creancel Genford
Notary Public

expires: 9, 1981



NOTICE OF OPTION TO PURCHASE

NOTICE is hereby given that the undersigned Minerals Engineering Company, 508. Security Building, 650 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually and as general partner of Western Gold Ventures, Ltd., a Colorado limited partnership, has granted Houston Oil & Minerals Corporation, 242 The Main Building, 112 Main Street, Houston, Texas 77002 ("Houston") an exclusive option to purchase all of MECO's property, real and personal, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, partnerships, licenses, rights-of-way, tunnel sites, and patented and unpatented mining claims located in Storey and Lyon Counties, Nevada, most of which is located in Sections 31 and 32, Township 17 North, Range 21 East, Sections 4, 5, 6, 7, 8, and 9, Township 16 North, Range 21 East, and Sections 1 and 12, Township 16 North, Range 20 East."

- 1. Conditions. The option is subject to the terms and conditions of an Agreement between the parties of even date herewith.
- 2. Term. The term of the option commences on the date hereof and expires upon the occurance of certain events, but no later than January 1, 1978.
- 3. <u>Information</u>. Information concerning the option may be obtained from:

Houston Oil & Minerals Corporation
408 Rollnick Building
222 Milwaukee Street
Denver, Colorado 80206
Attention: C. Phillips Purdy, Jr.
Manager, Minerals Exploration

with a copy to:

De

Minerals Engineering Company Security Building, Suite 508 650 Seventeenth Street Denver, Colorado 80202 Attention: Anton G. Foust, President

IN WITNESS WHEREOF, MECO has set its hand and seal as of the 30th day of November, 1976:

MINERALS ENGINEERING COMPANY
Individually and as general
partner of Western Gold Ventures, Ltd.

b ,	(Stoust
The state of the s	President Oll 4
[SEAL]	or Record at Request of Anthory D. Knuts. 8/976 at 20Min's. Past Loo'clock A.M.
	ed in Book 5 of Official Records
Secretary Page	
State of Colorado) By	Storey County Recorder Deputy
City and County of Denver)	39928 Feex 3.00 pd w
The foregoing instrumen	t was acknowledged before me this
311 day of December, 1976 by	A 29, Follst
President, and AM Sompany,	Mittalia Secretary a Colorado corporation, on behalf
of the corporation.	

MATAIN S

Out A. Amet

Book 5- PA9 - 604

W - 17

GENERAL DEED AND ASSIGNMENT

DEED AND ASSIGNMENT made as of the 7th day of January 1977, between MINERALS ENGINEERING COMPANY, Suite 1055, 950 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually and as both a limited partner and the general partner of Western Gold Ventures, Ltd., a Colorado limited partnership, grantor, and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation with offices at 222 Milwaukee Street, Denver, Colorado 80206 ("HOM"), the grantee.

WITNESSETH, that MECO, for and in consideration of ten dollars (\$10) in hand paid by HOM and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of MECO's right, title, and interests in its property, real and personal, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, partnerships, licenses, rights-of-way, tunnel sites, and patented and unpatented mining claims in Storey and Lyon Counties, Nevada (the "Property"), including all obligations pertaining thereto from the date of this Agreement. Most, but not necessarily all, of the Property is located in Sections 3, 4, 5, 6, 7, 8, 9, 16, and 17, Township 16 North, Range 21 East; Sections 1 and 12, Township 16 North, Range 20 East; and Sections 20, 21, 28, 29, 31, 32, 33, and 34, Township 17 North, Range 21 East. Without limiting the foregoing, the Property includes, but is not limited to: (i) MECO's limited partnership interests; (ii) any and all assets and interests in the limited partnership that MECO can legally convey to HOM (including MECO's right to profits and distribution of assets); and, (iii) MECO's general partnership interests. MECO specifically excludes only a debt that Western Gold Ventures, Ltd., now owes to MECO, which debt is \$201,412.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ore, gold and silver-bearing quartz, rock, and earth therein; and all the rights, privileges, and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof; and also all the right, estate, title, interests, property, possession, claim, and demand whatsoever, as well in law as in equity, of MECO, of, in, or to the Property and every part and parcel thereof, with the appurtenances;

RESERVING, however, unto MECO a Carried Net Profits interest in the Property, such Carried Net Profits interest to be calculated in the manner set forth in a certain letter agreement between the parties dated November 30, 1976.

MECO WARRANTS the Property as stated in that certain letter agreement between the parties dated November 30, 1976, as of the date hereof.

TO HAVE AND TO HOLD the Property above-bargained and described, with the appurtenances, unto HOM, its successors and assigns, forever.

Documentary Transfer Tax & Plan Sur par latter of 15,1978.

Computed on full value for; fiens and encumberances

Computed on full value for; fiens and encumberances

Name of transfer.

remaining thereon at time of transier.

Under penalty of perjury:

Signature of declarant or agent determining tax-firm nome.

W-18 Book 9- PA92 4444



IN WITNESS WHEREOF, MECO has hereunto set its hand and seal as of the day and year first above written.

MINERALS ENGINEERING COMPANY

A. G. Foust President

(SEAL) ATTEST:

Alexander Secretary

STATE OF COLORADO

CITY AND COUNTY OF DENVER

s**s.**

The foregoing instrument was acknowledged before me this 13th day of January 1978, by A. G. Foust, President of Minerals Engineering Company, a Colorado corporation, on behalf of the corporation.

My commission expires:

OF COLORAGE

Judy A Smull

Filed for Record at Request of Andrey D. Kne

The hum 17-1978 and Min's. Past to'clock P.M.

Recorded in Book 9 of Official Records

Page 1444445 Storey County, Nevada

Legan Storey County Recorder,

By Deputy

File No. 41562 Fea Alforth

ASSIGNMENT OF MINING LEASES AND OPTIONS TO PURCHASE

This assignment, effective as of the 7th day of January 1977, is between MINERALS ENGINEERING COMPANY, a Colorado corporation, with offices at Suite 1055, 950 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually, and as both a limited partner and the general partner of Western Gold Ventures, Ltd., a Colorado limited partnership ("Western Gold"), and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation, with offices at 222 Milwaukee Street, Denver, Colorado 80206 ("HOM").

WHEREAS, MECO has various interests in the documents described on Exhibit A attached hereto and by this reference made a part hereof (the "Property"), which is held for the benefit of Western Gold;

WHEREAS, the Property was part of the assets contributed to Western Gold by MECO as general partner; and

WHEREAS, HOM is now the general partner of Western Gold; and

WHEREAS, MECO desires to assign the Property to HOM, to be held for the benefit of Western Gold;

NOW, THEREFORE, for and in consideration of \$10 in hand paid by HOM, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MECO has granted, bargained, sold, conveyed, confirmed, and assigned, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of MECO's right, title, and interest in the Property, including all obligations pertaining thereto from the date of this agreement, which Property is to be held for the benefit of Western Gold, whether real or personal, tangible or intangible, including, but not limited to, fee lands, mining leases, and patented and unpatented mining claims. Without limiting the foregoing, the Property includes, but is not limited to: (1) MECO's limited partnership interests; (2) any and all assets and interests in the limited partnership that MECO can legally convey to HOM (including MECO's right to profits and distribution of assets); and (3) MECO's general partnership interests. MECO specifically excludes only a debt that Western Gold Ventures, Ltd., now owes to MECO, which debt is \$201,412;

RESERVING, however, unto MECO a Carried Net Profits interest in the Property, such Carried Net Profits interest to be calculated in the manner set forth in the certain letter agreement between the parties dated November 30, 1976;

MECO WARRANTS the Property as stated in that certain letter agreement between the parties dated November 30, 1976, as of the date hereof;

TO HAVE AND TO HOLD the Property above-bargained and described, with the appurtenances, unto HOM, its successors and assigns, forever.

13529R Book 9- PA9- 446

IN WITNESS WHEREOF, MECO has hereunto set its hand and seal as of the day and year first above written.

MINERALS ENGINEERING COMPANY

President

STATE OF COLORADO

SS.

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 13th day of January 1978, by A. G. Foust, President of Minerals Engineering Company, a Colorado corporation, on

behalf of the corporation.

My commission expires:

EXHIBIT A TO ASSIGNMENT OF MINING LEASES AND OPTIONS TO PUICHASE

Storey and Lyon Counties, Nevada

- Mining Lease and Option to Purchase by and between S. Stuyvesant Fish and Kathleen K. Rawlings, as Lessor, and Union Pacific Railroad Company, Joseph R. Neaves, Jr., and Gordon Neaves, Lessees, dated May 1, 1968.
- 2. Mining Lease and Option between Dayton Inspiration Gold Corporation, as Lessor and R. W. de la Mare and Dickie de la Mare dated December 1, 1968, as the same may have been amended from time to time.
- 3. Mining Lease and Option to Purchase by and between Sutro Tunnel Coalition, Inc., as Lessor, and Union Pacific Railroad Company, Joseph R. Neaves, Jr. and Gordon Neaves, Lessees, dated January 1, 1968, as amended.
- Assignment of Mining Leases and Options to Purchase between Union Pacific Mining Corporation and Pacific Resources, Inc. as the Assignors and Minerals Engineering Company, as Assignee, dated June 7, 1973.
- Mining Lease and Option to Purchase by and between James A. Obester and Dorothy Obester, and William G. Obester (the Lessor) and Minerals Engineering Company (the Lessee), dated May 3, 1973.
- Mining Lease and Option to Purchase by and between James A. Obester and Dorothy Obester (the Lessors) and Minerals Engineering Company (the Lessee), dated May 8, 1973.
- Assignment of Mining Lease and Option by and between R. W. de la Mare and Dickie de la Mare as the Assignors and Minerals Engineering Company as Assignee, dated July 21, 1973, as amended.
- Mining Lease by and between Comstock Tunnel and Drainage Company (the Lessor) and Minerals Engineering Company (the Lessee) dated April 1, 1975.
- Mining Lease and Option to Purchase by and between Orville G. Tigerman and Arnold B. Casey (the Lessors) and Minerals Engineering Company (the Lessee), dated November 26, 1974.

Rober D. Knuton	
Filed for Record at Request of Stanger, name, themany b	<u>Z!</u>
101 1/-17 / A applifing. Past Ho'clock A II	-
Recorded in Book 9 of Official P.	
Page HHE MUT HUS Storey County, Nevada Storey County Recorder,	1
By	
File No. 4/563	

135298 Book 9- paga 448

Dayton-Inspiration Gold Corporation



P. O. Box### Portland, Oregon 97207

September 24, 1977

Rod W. DeLeMare 1604 Pyrenees Carson City, Nevada Re: Mining Lease and Option dated 12-1-68 between Dayton and R. W. DeLeMare and wife.

Dear Mr. DeLemare:

Paragraph 1 and 2 of the above lease and option provide that the property may be purchased on or before November 30, 1978 for \$175,000.00 less any monthly payments made during the period of 12-1-68 to 11-30-78. January 17, 1977 Dayton and Minerals Engineering Company (the assignee of the above lease and option) entered into an amendment to the above lease which provided that the purchase price would be \$225,000.00 for the consideration that Dayton would reduce the 5% royalty due under Paragraph 2 E to 21%. All other clauses and provisions of the above lease to remain in full force and effect.

You have requested an extension of the final payment date as stated above, in the event the present assignee of the lease option (Houston Oil and Minerals Company) elects not to exercise the above purchase option and gives notice of cancellation on or before November 30, 1978.

The Board of Directors have reviewed your request and will grant an extension of the above lease and purchase option and amendment threto on the following terms.

- 1. The end purchase price of \$225,000.00 less applicable minimum monthly payments will be extended one year and the minimum monthly payments due under Paragraph 2 (d) shall be the sum of \$1,000.00 per month.
- 2. A further extension of 1 year and the minimum monthlypayment shall be the sum of \$1,250.00 per month and a further extension of the original lease and amendment for a period of 3 years and the minimum monthly payment increasing \$250.00 per month each year. I. E. 1979- \$1,000.00 minimum monthly payment: 1980 \$1,250.00 minimum monthly payment: 1981 \$1,500.00 minimum monthly payment: 1982 \$1,750.00 minimum monthly payment and 1983 \$2,000.00 minimum monthly payment.

All other clauses and provisions of the Lease Option dated 12-1-68 and Amendment dated 1-17-77 shall remain in full force and effect.

Yours very truly.

Dayton Inspiration Gold Corporation

Secretary

Books Page 393



Filed for Record at Request of Red W. De de Mare
Oct-14-1877 and Min's. Part To'clock P.M.

Recorded in Book 8 of Official Records
Page 393-394 Storey County, Nevada
Storey County Recorder
By Mary Jane Sull Deputy
File No. 41089 4.00 Lee Paiel

Books Page 394



HOUSTON OIL & MINERALS CORPORATION

R. W. DeLaMare 1604 Pyrenees Carson City, Nevada 89701

Re: Virginia City (Comstock)
Lyon & Storey Counties, Nevada
Lease # 77-III-1

Dear Mr. DeLaMare:

Enclosed please find our check No. 24940 in the amount of \$750.00 covering monthly advance royalty for September, 1977 under our lease # 77-III-1 dated December 1, 1968.

Please acknowledge receipt of this payment by signing and returning one copy of this letter in the envelope provided.

Filed for Record at Request of Rod W. Dedermore
Och-14-1977 or 31 M.n.'s. Past 3 o'clock P.M.

Recorded in Book 8 of Official Records
Page 395 Storey County, Nevada
One Salager Storey County Recorder
By Mary Land Record Robert D. Booker
File RDB: 1 m 44090 3.00 Fee Ch.

cc: Rox Edgar - Denver Office

DEAR SIRS :

The lease you refer to above became null and void when Mineral Engineering

R. W. DelaMare re-assigned their lease to Huston Oil without both my permission and Mr. Onstine's. Mr. Onstine just informed me that he has been accepting your checks but as long as I haven't accepted One, it will be up to me whether you get back in or not. We knew nothing about the Dec. 1,1976 agreement until we read about it in the Mining Record sometime in Jan. 1977.

A. W. Do famare

BOOKS- Page 395

CONFIRMATION, RATIFICATION, AND AMENDMENT

OP

ASSIGNMENT OF MINING LEASE AND OPTION

AGREEMENT made as of the 21st day of March 1978, by and between R. W. De La Mare, a single man (hereinafter referred to as "De La Mare"), and Bouston Oil & Minerals Corporation, a Nevada corporation (hereinafter referred to as "Bouston").

RECITALS

- A. R. W. De La Mare and Dickie De La Mare, husband and wife (hereinafter referred to as the "Assignors"), were the lessees Dayton-Inspiration Gold Corporation covering lands in Storey and Lyon Counties, Nevada (hereinafter referred to as the "Mining Lease and Option").
- B. R. W. De La Mare is the sole heir and assign of Dickie De La Mare.
- C. R. W. De La Mare and Dickie De La Mare executed an Assignment of Mining Lease and Option dated July 21, 1973 the Mining Lease and Option to Minerals Engineering Company, a Colorado corporation (hereinafter referred to as "MECO").
- D. MECO has transferred and assigned its interest in the Mining Lease and Option and in the Assignment to Western Gold Ventures, Ltd., a Colorado limited partnership (hereinafter referred to as "Western Gold") and to Bouston.
- E. Houston is the substitute General Partner of Western Gold and holds the Mining Lease and Option for the benefit of Western Gold.
- F. De La Mare and MECO amended the Assignment from timeto-time, so that the precise terms of the Assignment, as amended, are now contained in numerous written instruments.
- G. A dispute has arisen with respect to the parties' obligations contained in the Assignment, but the parties have now agreed to resolve that dispute.
- H. The parties have agreed to confirm, ratify, and amend the Assignment and to restate the agreement between them in its

NOW THEREFORE, for \$20,000 in hand paid by Houston to De La Mare and the work commitment stated herein, the receipt and agree as follows:

I. SETTLEMENT OF CLAIMS; RATIFICATION

1.1. De La Mare agrees and confirms that Houston and its predecessors in interest have paid to De La Mare all sums which De La Mare is entitled to receive under the Assignment, as it has been amended from time to time, whether such sums were owed by MECO, Western Gold, or Houston. It is the intention of the parties to this De La Mare has asserted or which De La Mare could have asserted in any dispute and in any litigation arising out of the Assignment, as

135302

Book 10- PAge 165



amended, and any and all other obligations of any nature whatsoever, whether or not asserted and whether or not known, which De La Mare has against MECO, Western Gold, or Houston, or which De La Mare has at any time had against MECO, Western Gold, or Houston, their officers, agents, and employees arising out of the Assignment until the date of the signing of this Agreement.

De La Mare does hereby release, acquit, and forever discharge MECO, Western Gold, and Houston, their officers, agents, employees and servants, and their successors and assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses, and compensation which De La Mare may now have or may hereafter have on account of or arising out of any matter or thing that has happened, developed, or occurred, whether known or unknown, with respect to the Premises or the Assignment until the date of this Agreement. The foregoing release is executed in conjunction with the settlement of claims that heretofore have been asserted by De La Mare, but this release is intended to release not only claims made or which might have been made in any litigation, but any and all claims of any kind or nature including any and all manner of actions, causes of action, suits, rights, debts, dues, covenants, liabilities, contracts, promises, trespasses, damages, controversies, claims, and demands whatsoever, in law or in equity, which De la Mare has ever had or may have, known or unknown, arising out of any event, occurrence, or transaction prior to the date of execution of this Agreement, against MECO, Western Gold, Houston, their officers, agents, employees and servants, and their successors, assigns, heirs, executors, and administrators.

1.2. De La Mare hereby confirms and ratifies the Assignment, as amended and restated herein.

II. THE PREMISES

2.1. The Assignors were the owners of the following Mining Lease and Option that was assigned to MECO by the Assignment:

Lessor:

Dayton Inspiration Gold Corporation, a Nevada corporation

Lessee:

R. W. De La Mare and Dickie De La Mare

Date:

December 1, 1968

Lands Covered:

Those lands and claims located in Storey and Lyon Counties, Nevada, which are described in Schedule A attached hereto and by this reference made a part hereof.

- 2.2. The Assignors represented to MECO, and De La Mare hereby represents to Houston, that the Mining Lease and Option was a valid and subsisting lease in accordance with the terms thereof and that the obligations of the lessees named therein were fully performed prior to the date of the Assignment.
- 2.3. The Assignors warranted to MECO, and De La Mare hereby represents and warrants to Houston, that prior to the date of the Assignment the payments provided for in the Mining Lease and Option were paid as provided therein, and that all covenants required to be performed by Assignors were performed by them.

III. ASSIGNMENT

3.1. The Assignors did grant, assign, and convey to MECO, and De La Mare does hereby grant, assign, and convey unto Houston all right, title, and interest in the Mining Lease and Option, together

with the option to purchase contained in the Mining Lease and Option, subject to the payment of the consideration specified in Paragraph 3.2 below, the work commitment stated in Paragraph 4.1 below, and the reservation of overriding royalty interest contained herein.

- 3.2. Houston shall pay to De La Mare the following:
- (a) The sum previously stated as consideration, the receipt of which is hereby acknowledged by De La Mare;
 - (b) Minimum royalties in the following amounts:
- (1) The sum of \$2,000 per month for a period of the (10) months, the first payment to be paid on the date hereof and the remaining nine (9) payments to be made one each month during the next ensuing nine (9) months following the first payment or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below;
- (2) The sum of \$4,000 per month commencing with January 1979, and each month thereafter until the full sum of \$3,000,000 has been paid as hereinafter provided or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below.

Each such monthly payment shall be due on the day of the month on which this Agreement is dated. It is understood and agreed that all such payments made under this Agreement shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below and to the \$3,000,000 price which is specified in Paragraph 3.3 below. All monthly payments made pursuant to this Paragraph 3.2 prior to production shall be accumulated against future production and shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below until the amount of the accrued overriding royalty interest equals the amount of said payments before any payment is required to be made on the reserved overriding royalty interest. Thereafter each monthly payment made pursuant to this Paragraph 3.2 shall be credited to the overriding royalty interest reserved in Paragraph 3.2 and only the excess, if any, of the overriding royalty interest over the amount of such payments, shall be paid on a cumulative basis. Thereafter should there be any cessation of production, such monthly payments will again be accumulated and credited against future overriding royalty interest payments. At such time as \$3,000,000 has been paid pursuant to Paragraphs 3.2 and 3.3 hereof the monthly payments provided herein shall terminate and no further payments shall be required to be made pursuant to this Paragraph 3.2(b).

3.3. The Assignors reserved and De La Mare hereby reserves an overriding royalty interest in the amount of two and one-half percent (2-1/2%) of the net smelter returns, as herein defined, received by Houston from the sale of all concentrates produced from the Premises subject to the Mining Lease and Option, less the credits for the payments made pursuant to Paragraph 3.2 above. Net smelter returns as used herein, shall be defined as the gross amount of the payments received by Houston from the smelter to which said ore or concentrates from the Premises subject to the Mining Lease and Option hereto are delivered, after deducting therefrom all smelter charges, surcharges, penalties, taxes, freight, and costs of transporting such concentrates to the smelter from the mill. Such royalties shall become due and payable on or before the last day of each calendar month for all returns received by Houston during the preceding calendar month, and shall be accompanied by a copy of the refinery or smelter settlement sheet. At such time as Houston may exercise the option to purchase the mining claims listed in Schedule A pursuant to the terms and conditions of the Mining Lease and Option, and at such time as there is no longer any obligation to pay the lessor under the Mining Lease and Option any of the payments set forth in Paragraphs C, D, E, and P of Paragraph 2 of said Mining Lease and

Option, the overriding royalty interest reserved by Assignors shall increase to five percent (5%). At such time as Houston has paid to the Assignors and/or De La Mare the sum of \$3,000,000 (including all credits for the payments which have been made by Houston or MECO to Assignors pursuant to the terms of Paragraph 3.2 above and pursuant to the provisions of this Paragraph 3.3 relating to the reserved overriding royalty interest), the overriding royalty interest reserved by the Assignors and/or De La Mare shall terminate and no further payments shall be required to the Assignors and/or De La Mare pursuant to this Paragraph 3.3 of this Agreement. Houston shall have the option at any time, and from time to time, to pay all or any part of the balance remaining on said \$3,000,000 and upon payment of the requirement to make any further payments to the Assignors and/or De La Mare shall terminate. For purposes of determining credits to this amount, the parties agree that MECO, Western Gold, and Houston have paid Assignors and/or De La Mare the sum of \$53.250 prior to the date hereof.

The overriding royalty interest hereby reserved shall survive any purchase by Houston of the Premises pursuant to the terms of the Mining Lease and Option until terminated pursuant to the foregoing terms, unless such interest has previously terminated pursuant to the foregoing terms and conditions of this Agreement.

3.4. All payments required by this Agreement to Assignors and/or De La Mare shall be paid by Houston's check, or for their credit, at Houston's option, to the First Indianal Court of Mindral Court of Man Office, or its successor bank. A single payment or tender to said depository bank shall be made by mail or by delivering a check to it, and such payment shall effectively and for all purposes whatsoever constitute full payment of the amount thereof to Assignors and/or De La Mare to the same extent as if made directly. Such depository bank shall continue as depository under this Agreement regardless of changes in ownership in this Agreement or in any rentals or royalties that accrue hereunder.

IV. HOUSTON'S WORK COMMITMENT

- 4.1. In addition to its other obligations under this Agreement, Houston agrees to expend \$100,000 in exploration expenses on or before December 31, 1978, on or for the benefit of the Premises if it is to continue to maintain its interest in the Premises (Houston's "work commitment"). This work commitment is to be in lieu of all other obligations that might otherwise be implied in law or fact. Expenses incurred by Houston which are properly chargeable to the work commitment shall include, but not be limited to:
- (a) Any expenditure incurred for the necessary and proper exploration, development, and operation of the Premises subject to this Agreement, payments for drill site preparation, gaining access to an exploration or development site (including tunnel and shaft maintenance and development), drilling, water, surveying, laboratory charges, environmental controls and studies, and reclamation work.
- (b) Costs of contract services, utilities, and equipment rental necessary for efficient operations on the Premises.
- (c) Cost of material, equipment, and supplies purchased or leased for use in connection with operations on the
- (d) Salaries and wages of employees while engaged in exploration and development operations, including on-site supervisory and administrative personnel.

(e) A properly allocable portion of such employee's cost of labor fringe benefits, whether determined by collective bargaining agreements or otherwise. Examples of these costs are: overtime and premium rates, vacation, sickness and disability benefits, incentive rates, and other bonus arrangements, group life insurance, and pension costs.

V. GENERAL

5.1. Any notice required or authorized to be given by this Agreement shall be deemed sufficiently given or served if in writing and deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to such party at the following address or at such other address as the party shall have designated by written notice to the other party in accordance with this Paragraph 5.1. Notices so given shall be deemed to have been received on the date of mailing.

Notice to Houston:

Houston Oil & Minerals Corporation Suite 408 222 Milwaukee Street Denver, CO 80206 Attn: C. Phillips Purdy, Jr. Vice President, Minerals

Notice to De La Mare:

With copy to:

Mr. R. W. De La Mare

1604 fyrences

Caron City, Windo 39701

Smill & Garble, Ltd. 502 About Divisionst. Cosson City, ilkabda 89701

- 5.2. Houston agrees to be bound by the terms and conditions of the Mining Lease and Option, to perform all of the obligations to be performed by the lessee thereunder subsequent to the date hereof, and to make all subsequent payments required by the Mining Lease and Option, subject to the right of Houston to reassign the Mining Lease and Option to the Assignors and/or De La Mare pursuant to Paragraph 5.3 below.
- 5.3. Houston may at any time reassign or offer to reassign to the Assignor and/or De La Mare the Mining Lease and Option and thereupon be relieved of any further liability or obligations whatsoever under the terms of this Agreement, the Assignment, and of the Mining Lease and Option; and the Assignors and/or De La Mare shall thereupon be bound by the terms and conditions of the Mining Lease and Option. Bouston may freely assign the subject Mining Lease and Option or this Agreement provided it gives De La Mare prompt written notice thereof and the assignee agrees in writing to be bound by the terms and conditions hereof.
- 5.4. This Agreement is the entire agreement between the parties, and it supersedes all prior written agreements and verbal communications with respect to the subject matter hereof.

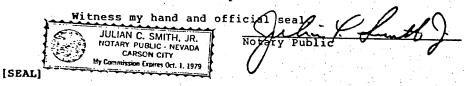
5.5. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written. HOUSTON OIL & MINERALS CORPORATION Holand.

STATE OF NEVADA COUNTY OF CALSO CH

SS.

ŠS.

On the Hand of Manch 1978, personally appeared before me, a Notary Public, R. W. De La Mare who acknowledged that he executed the above Confirmation, Ratification, and Amendment of Assignment of Mining Lease and Option.



My commission expires: STATE OF COLORADO

CITY AND COUNTY OF DENVER

On this <u>27th</u> day of <u>March</u> 1978, before me, a notary public, personally appeared C. Phillips Purdy, Jr., as Vice President, Minerals, of Houston Oil & Minerals Corporation, a Nevada corporation, who executed the above instrument and acknowledged to me that such corporation executed the same for the uses and purposes therein set forth.

WITNESS my hand and official seal

•		TOTAL SCUI.	100
The state of		Barbara Mitchen	
SARA RIVE		Notary Public	
SEAL S			
My commission expires:	11/7/81		

135307 Book 10- PA9= 170

SCHEDULE A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

135308

Schedule A to Confirmation, Ratification, and Amendment of Assignment of Mining Lease and Option F7

Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada,

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

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Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

Page - 2- of 3.

135309 Book 10-7-9-172

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The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

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Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

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Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

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Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

CONFIRMATION, RATIFICATION, AND AMENDMENT

OP

ASSIGNMENT OF MINING LEASE AND OPTION

AGREEMENT made as of the 21st day of March 1978, by and between R. W. De La Mare, a single man (hereinafter referred to as "De La Mare"), and Houston Oil & Minerals Corporation, a Nevada corporation (hereinafter referred to as "Bouston").

RECITALS

- A. R. W. De La Mare and Dickie De La Mare, husband and wife (hereinafter referred to as the "Assignors"), were the lessees of a certain Mining Lease and Option dated December 1, 1968, from Dayton-Inspiration Gold Corporation covering lands in Storey and Lyon Counties, Nevada (hereinafter referred to as the "Mining Lease and Option").
- B. R. W. De La Mare is the sole heir and assign of Dickie De La Mare.
- C. R. W. De La Mare and Dickie De La Mare executed an Assignment of Mining Lease and Option dated July 21, 1973 (hereinafter referred to as the "Assignment"), wherein they assigned the Mining Lease and Option to Minerals Engineering Company, a Colorado corporation (hereinafter referred to as "MECO").
- D. MECO has transferred and assigned its interest in the Mining Lease and Option and in the Assignment to Western Gold Ventures, Ltd., a Colorado limited partnership (hereinafter referred to as "Western Gold") and to Houston.
- E. Houston is the substitute General Partner of Western Gold and holds the Mining Lease and Option for the benefit of Western Gold.
- F. De La Mare and MECO amended the Assignment from timeto-time, so that the precise terms of the Assignment, as amended, are now contained in numerous written instruments.
- G. A dispute has arisen with respect to the parties' obligations contained in the Assignment, but the parties have now agreed to resolve that dispute.
- H. The parties have agreed to confirm, ratify, and amend the Assignment and to restate the agreement between them in its entirety.

NOW THEREFORE, for \$10,000 in hand paid by Houston to De La Mare and the work commitment stated herein, the receipt and sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

I. SETTLEMENT OF CLAIMS; RATIFICATION

1.1. De La Mare agrees and confirms that Houston and its predecessors in interest have paid to De La Mare all sums which De La Mare is entitled to receive under the Assignment, as it has been amended from time to time, whether such sums were owed by MECO, Western Gold, or Houston. It is the intention of the parties to this Agreement to settle, release, and discharge all of the claims which De La Mare has asserted or which De La Mare could have asserted in any dispute and in any litigation arising out of the Assignment, as



amended, and any and all other obligations of any nature whatsoever, whether or not asserted and whether or not known, which De La Mare has against MECO, Western Gold, or Houston, or which De La Mare has at any time had against MECO, Western Gold, or Houston, their officers, agents, and employees arising out of the Assignment until the date of the signing of this Agreement.

De La Mare does hereby release, acquit, and forever discharge MECO, Western Gold, and Houston, their officers, agents, employees and servants, and their successors and assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses, and compensation which De La Mare may now have or may hereafter have on account of or arising out of any matter or thing that has happened, developed, or occurred, whether known or unknown, with respect to the Premises or the Assignment until the date of this Agreement. The foregoing release is executed in conjunction with the settlement of claims that heretofore have been asserted by De La Mare, but this release is intended to release not only claims made or which might have been made in any litigation, but any and all claims of any kind or nature including any and all manner of actions, causes of action, suits, rights, debts, dues, covenants, liabilities, contracts, promises, trespasses, damages, controversies, claims, and demands whatsoever, in law or in equity, which De la Mare has ever had or may have, known or unknown, arising out of any event, occurrence, or transaction prior to the date of execution of this Agreement, against MECO, Western Gold, Houston, their officers, agents, employees and servants, and their successors, assigns, heirs, executors, and administrators.

1.2. De La Mare hereby confirms and ratifies the $\mbox{\sc Assignment},$ as amended and restated herein.

II. THE PREMISES

2.1. The Assignors were the owners of the following Mining Lease and Option that was assigned to MECO by the Assignment:

Lessor:

Dayton Inspiration Gold Corporation, a Nevada corporation

Lessee:

R. W. De La Mare and Dickie De La Mare

Date:

December 1, 1968

Lands Covered:

Those lands and claims located in Storey and Lyon Counties, Nevada, which are described in Schedule A attached hereto and by this reference made a part hereof.

- 2.2. The Assignors represented to MECO, and De La Mare hereby represents to Houston, that the Mining Lease and Option was a valid and subsisting lease in accordance with the terms thereof and that the obligations of the lessees named therein were fully performed prior to the date of the Assignment.
- 2.3. The Assignors warranted to MECO, and De La Mare hereby represents and warrants to Houston, that prior to the date of the Assignment the payments provided for in the Mining Lease and Option were paid as provided therein, and that all covenants required to be performed by Assignors were performed by them.

III. ASSIGNMENT

3.1. The Assignors did grant, assign, and convey to MECO, and De La Mare does hereby grant, assign, and convey unto Houston all right, title, and interest in the Mining Lease and Option, together

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with the option to purchase contained in the Mining Lease and Option, subject to the payment of the consideration specified in Paragraph 3.2 below, the work commitment stated in Paragraph 4.1 below, and the reservation of overriding royalty interest contained herein.

- Houston shall pay to De La Mare the following:
- (a) The sum previously stated as consideration, the receipt of which is hereby acknowledged by De La Mare;
 - Minimum royalties in the following amounts:
- (1) The sum of \$2,000 per month for a period of ten (10) months, the first payment to be paid on the date hereof and the remaining nine (9) payments to be made one each month during the next ensuing nine (9) months following the first payment or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below;
- (2) The sum of \$4,000 per month commencing with January 1979, and each month thereafter until the full sum of \$3,000,000 has been paid as hereinafter provided or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below.

Each such monthly payment shall be due on the day of the month on which this Agreement is dated. It is understood and agreed that all such payments made under this Agreement shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below and to the \$3,000,000 price which is specified in Paragraph 3.3 below. monthly payments made pursuant to this Paragraph 3.2 prior to production shall be accumulated against future production and shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below until the amount of the accrued overriding royalty interest equals the amount of said payments before any payment is required to be made on the reserved overriding royalty interest. Thereafter each monthly payment made pursuant to this Paragraph 3.2 shall be credited to the overriding royalty interest reserved in Paragraph 3.2 and only the excess, if any, of the overriding royalty interest over the amount of such payments, shall be paid on a cumulative basis.
Thereafter should there be any cessation of production, such monthly payments will again be accumulated and credited against future over-At such time as \$3,000,000 has been paid pursuant to Paragraphs 3.2 and 3.3 hereof the monthly payments provided herein shall terminate and no further payments shall be required to be made pursuant to this Paragraph 3.2(b).

3.3. The Assignors reserved and De La Mare hereby reserves an overriding royalty interest in the amount of two and one-half percent (2-1/2%) of the net smelter returns, as herein defined, received by Houston from the sale of all concentrates produced from the Premises subject to the Mining Lease and Option, less the credits for the payments made pursuant to Paragraph 3.2 above. Net smelter returns as used herein, shall be defined as the gross amount of the payments received by Houston from the smelter to which said ore or concentrates from the Premises subject to the Mining Lease and Option hereto are delivered, after deducting therefrom all smelter charges, surcharges, penalties, taxes, freight, and costs of transporting such concentrates to the smelter from the mill. Such royalties shall become due and payable on or before the last day of each calendar month for all returns received by Mouston during the preceding calenmonth for all returns received by Houston during the preceding calendar month, and shall be accompanied by a copy of the refinery or smelter settlement sheet. At such time as Houston may exercise the option to purchase the mining claims listed in Schedule A pursuant to the terms and conditions of the Mining Lease and Option, and at such time as there is no longer any obligation to pay the lessor under the Mining Lease and Option any of the payments set forth in Paragraphs C, D, E, and F of Paragraph 2 of said Mining Lease and Option, the overriding royalty interest reserved by Assignors shall increase to five percent (5%). At such time as Houston has paid to the Assignors and/or De La Mare the sum of \$3,000,000 (including all credits for the payments which have been made by Houston or MECO to Assignors pursuant to the terms of Paragraph 3.2 above and pursuant to the provisions of this Paragraph 3.3 relating to the reserved overriding royalty interest), the overriding royalty interest reserved by the Assignors and/or De La Mare shall terminate and no further payments shall be required to the Assignors and/or De La Mare pursuant to this Paragraph 3.3 of this Agreement. Houston shall have the option at any time, and from time to time, to pay all or any part of the balance remaining on said \$3,000,000 and upon payment of the remaining balance thereof the overriding royalty interest and the requirement to make any further payments to the Assignors and/or De La Mare shall terminate. For purposes of determining credits to this amount, the parties agree that MECO, Western Gold, and Bouston have paid Assignors and/or De La Mare the sum of \$53,000 prior to the date hereof.

The overriding royalty interest hereby reserved shall survive any purchase by Houston of the Premises pursuant to the terms of the Mining Lease and Option until terminated pursuant to the foregoing terms, unless such interest has previously terminated pursuant to the foregoing terms and conditions of this Agreement.

3.4. All payments required by this Agreement to Assignors and/or De La Mare shall be paid by Houston's check, or for their credit, at Houston's option, to the First About for Metada with the form of the form of

IV. HOUSTON'S WORK COMMITMENT

- 4.1. In addition to its other obligations under this Agreement, Houston agrees to expend \$100,000 in exploration expenses on or before December 31, 1978, on or for the benefit of the Premises if it is to continue to maintain its interest in the Premises (Houston's "work commitment"). This work commitment is to be in lieu of all other obligations that might otherwise be implied in law or fact. Expenses incurred by Houston which are properly chargeable to the work commitment shall include, but not be limited to:
- (a) Any expenditure incurred for the necessary and proper exploration, development, and operation of the Premises subject to this Agreement, payments for drill site preparation, gaining access to an exploration or development site (including tunnel and shaft maintenance and development), drilling, water, surveying, laboratory charges, environmental controls and studies, and reclamation work.
- (b) Costs of contract services, utilities, and equipment rental necessary for efficient operations on the Premises.
- (c) Cost of material, equipment, and supplies purchased or leased for use in connection with operations on the Premises.
- (d) Salaries and wages of employees while engaged in exploration and development operations, including on-site supervisory and administrative personnel.

(e) A properly allocable portion of such employee's cost of labor fringe benefits, whether determined by collective bargaining agreements or otherwise. Examples of these costs are: overtime and premium rates, vacation, sickness and disability benefits, incentive rates, and other bonus arrangements, group life insurance, and pension costs.

V. GENERAL

5.1. Any notice required or authorized to be given by this Agreement shall be deemed sufficiently given or served if in writing and deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to such party at the following address or at such other address as the party shall have designated by written notice to the other party in accordance with this Paragraph 5.1. Notices so given shall be deemed to have been received on the date of mailing.

Notice to Houston:

Houston Oil & Minerals Corporation Suite 408 222 Milwaukee Street Denver, CO 80206 Attn: C. Phillips Purdy, Jr. Vice President, Minerals

Notice to De La Mare:

still copy to.

Mr. R. W. De La Mare

1604 Pyrences

Casan City Munch 29701

Smith & Countile, 41d 502 North Division Street Consonally, Nevada 27701

- 5.2. Houston agrees to be bound by the terms and conditions of the Mining Lease and Option, to perform all of the obligations to be performed by the lessee thereunder subsequent to the date hereof, and to make all subsequent payments required by the Mining Lease and Option, subject to the right of Houston to reassign the Mining Lease and Option to the Assignors and/or De La Mare pursuant to Paragraph 5.3 below.
- 5.3. Houston may at any time reassign or offer to reassign to the Assignor and/or De La Mare the Mining Lease and Option and thereupon be relieved of any further liability or obligations whatsoever under the terms of this Agreement, the Assignment, and of the Mining Lease and Option; and the Assignors and/or De La Mare shall thereupon be bound by the terms and conditions of the Mining Lease and Option. Houston may freely assign the subject Mining Lease and Option or this Agreement provided it gives De La Mare prompt written notice thereof and the assignee agrees in writing to be bound by the terms and conditions hereof.
- 5.4. This Agreement is the entire agreement between the parties, and it supersedes all prior written agreements and verbal communications with respect to the subject matter hereof.

5.5. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

HOUSTON OIL & MINERALS CORPORATION

By C. Phillips Purpy, Jr.

Vice President, Minerals

R.W. De La Mare

COUNTY OF (Avec ()) SS.

On the 24 day of Manch 1978, personally appeared before me, a Notary Public, R. W. De La Mare who acknowledged that he executed the above Confirmation, Ratification, and Amendment of Assignment of Mining Lease and Option.

Witness my hand and official seal

JULIAN C. SMITH. JR.
NOTARY PUBLIC NEVADA
CARSON CITY
My Commission Expires Oct. 1, 1979

My commission expires:

My commission expires:

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

On this <u>27th</u> day of <u>March</u> 1978, before me, a notary public, personally appeared C. Phillips Purdy, Jr., as Vice President, Minerals, of Houston Oil & Minerals Corporation, a Nevada corporation, who executed the above instrument and acknowledged to me that such corporation executed the same for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My commission expires: 11/7/81

SCHEDULE A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Peconds.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

Schedule A to
Confirmation, Ratification, and Amendment of
Assignment of Mining Lease and Option

Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

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Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

Filed for Record at Pequist of R W Da Samen

13,1979 at C. Min's. Fact 3.0' clock L.M.

Recorded in Book 17 of Official Records

Page 626 than 634 Storey County, Nevada

men Role Storey County Recorder

By 3.00 cola Deputy

File No. 44891 Fee 11.00 pd.

SECOND AMENDMENT TO MINING LEASE AND OPTION

This Agreement, made and entered into this <u>lst</u> day of <u>July</u>, 1978 by and between DAYTON-INSPIRATION GOLD CORPORATION, a Nevada corporation (hereinafter referred to as "Dayton") and HOUSTON OIL and MINERALS CORPORATION, a Nevada corporation (hereinafter referred to as "Houston");

WITNESSETH:

WHEREAS, Dayton as Lessor and R. W. De La Mare and Dickie De La Mare, husband and wife, as Lessees entered into a certain Mining Lease and Option dated December 1, 1968; and

WHEREAS, by an Assignment of Mining Lease and Option dated July 21, 1973, R. W. De La Mare and Dickie De La Mare assigned the Mining Lease and Option to Minerals Engineering Company, a Colorado corporation (hereinafter referred to as "MECO"); and

WHEREAS, by an Amendment to Mining Lease and Option on certain properties in Storey and Lyon Counties, Nevada dated January 17, 1977, Dayton and MECO amended the Mining Lease and Option in certain particulars; and

WHEREAS, MECO has transferred and assigned its interest in the Mining Lease and Option and in the Assignment to Western Gold Ventures, Ltd., a Colorado limited partnership (hereinafter referred to as "Western Gold") and to Houston; and

WHEREAS, Houston is the substitute general partner of Western Gold and holds the Mining Lease and Option for the benefit of Western Gold; and

WHEREAS, the parties hereto desire to further amend the Mining Lease and Option in certain particulars;

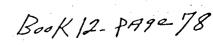
NOW, THEREFORE, in consideration of Three Thousand Five Hundred (\$3,500) Dollars payable by Houston on or before March 1, 1979, the parties agree as follows:

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- Paragraph 1 of the Mining Lease and Option is amended by deleting "of Five (5) Years or to December 1, 1978" and substituting therefor "to March 1, 1979".
- 2. The first sentence of Paragraph 2 of the Mining Lease and Option is amended by deleting "November 30, 1978" and substituting therefor "March 1, 1979".
- Subparagraph D of Paragraph 2 of the Mining Lease and Option is amended by deleting "November 30, 1978" and substitherefor "March 1, 1979".
- 4. Paragraph 2 of the Mining Lease and Option is amended by adding a new Subparagraph H to read as follows:
 - "H. Lessees shall perform or cause to be performed the annual assessment work which is required to be performed on the property for the assessment years ending September 1, 1978 and September 1, 1979.
- 5. Paragraph 6 of the Mining Lease and Option is amended by adding a sentence at the end thereof reading as follows:

"Lessees shall pay all taxes levied or assessed against said premises for the fiscal years ending June 30, 1979 and June 30, 1980".

Paragraph 11 of the Mining Lease and Option is amended to read as follows:

> "The option to purchase hereinabove referred to shall be exercised by Lessees by notifying Lessor in writing, delivered to Lessor personally, or by deposit of said notice in a sealed envelope in a post office, postane man prepaid and registered, and addressed to Lesson: Washington 99210 on or before March 1, 1979. On or PORTLAND, OREGON 97207 before March 1, 1979, Lessees shall deposit Seventy Five Thousand (\$75,000) Dollars in the United States National Bank of Oregon, Burlingame Branch, Burlingame, Oregon, said Bank to hold said sum of money deposited as the escrow agent; and Lessor shall, within thirty (30) days of receipt of said notice, deposit with said escrow agent (1) a deed conveying title to Lessees, and (2) evidence that Lessor has good merchantable title. free and clear of encumbrances. Lessees shall have fifteen (15) days to examine said deed and evidence of title. Any controversy arising as to whether said title is merchantable shall be settled by Lessor's and Lessees' attorneys and the title company furnishing such evidence of title. After said fifteen (15) days, or sooner if notified by Lessees of acceptance of merchantable title, the escrow agent shall deliver the monies deposited by Lessees to the Lessor. Lessees shall, on or before March 1, 1980, deposit Ninety Thousand (\$90,000) Dollars with interest thereon at

> > 135321

P. O. BOX 487

the rate of eight and one-half (8½%) percent per annum from March 1, 1979 to the date of deposit with the escrow agent, who shall then deliver the deed and evidence of title to the Lessees and the monies deposited by Lessees to the Lessor. Revenue tax stamps required for the deed shall be placed thereon by the escrow agent at Lessor's expense. Escrow fees shall be shared equally by the parties hereto. If Lessees desire an abstract of title, they may order one at their own volition and expense, said abstract to be ordered sufficiently in advance so that it may be deposited in escrow within the thirty (30) day period referred to above in this paragraph".

Paragraph 17 of the Mining Lease and Option is amended to read as follows:

- "17. Lessees agree to prepare an inventory of all the mill machinery and buildings on the premises which shall be submitted to Lessor, and upon Lessor's acceptance of said inventory, it shall become a part of this Agreement. The following real and personal property is excluded from this Agreement:
- Two surface buildings on the New York property belonging to Jack Lowry known as the Carpenter Building and Change House;
- 2) Mill machinery in the mill building belonging to Jackson Mountain Mining and Milling Company.

The sixty-five foot steel headframe located on the shaft of the New York property shall be part of this Agreement on the following terms and conditions: (i) Lessees shall pay Lessor Five Hundred (\$500) Dollars on July 1, 1978 and a like amount on the first day of each month thereafter, to and including February 1, 1979; (ii) if Lessees exercise the option to purchase hereinabove referred to, Lessees shall pay to Lessor Five Thousand Five Hundred (\$5,500) Dollars on March 1, 1979".

8. Except as herein amended, the Mining Lease and Option as heretofore amended, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Mining Lease and Option as of the date first above written.

DAYTON-INSPIRATION GOLD CORPORATION

TOWN TOUS ALCOHOLD

By Burton W. Okstine

Warne Onother Secretary

135322

Execution of Second Amendment to Mining Lease and Option by and between Dayton-Inspiration Gold Corporation and Houston Oil and Minerals Corporation continued:

HOUSTON OIL & MINERALS CORPORATION

By C. Phillips Furdy, Jr.,
Vice President
Minerals Division

STATE OF Oregon) SS.

- Slal avekeši Valli recordē**s**

On this /8tt day of // , 1978, personally appeared before me, a notary public, Birton W Constine the Wice President of Dayton-Inspiration Gold Corporation, a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

Potent The Grade

My commission expires: 5-12-80

STAL AFFORD

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 6th day of July , 1978, personally appeared before me, a notary public, C. Phillips Purdy, Jr., Vice President Minerals Division of Houston Oil and Minerals Corporation, a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

Darbara Mitchen Notary Public

My commission expires: 11/7/81

OFFICE SEAL AFFIXED

COMPARED

COMPARED

BOOK12-PAge 8/

35323 June

QUIT CLAIM DEED

THIS Quit Claim Deed, effective as of the 12 day of July, 1978, is between MINERALS ENGINEERING COMPANY, a Colorado corporation whose address is 1055 Colorado National Building, 950 Seventeenth Street, Denver, Colorado 80202 ("MECO") and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation whose address is Suite 408, 222 Milwaukee Street, Denver, Colorado 80206 ("Houston").

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration in hand paid by Houston to MECO, the receipt and sufficiency of which are hereby acknowledged, MECO hereby grants and conveys to Houston the properties and intersts more particularly described as follows:

 The Carried Net Profits Interest reserved to MECO in that General Deed and Assignment dated as of January 7, 1977, recorded as follows:

	Reception	Book	Page
Storey County, Nevada Lyon County, Nevada	41562 36011	9	444-445

2. All of MECO's right, title, interest, claim and demand in the Dollarhide Property or any production or revenues therefrom, including, but not limited to, the Carried Net Profits interest reserved to MECO in that Deed and Release of Mortgage dated as of November 30, 1976, recorded in the following counties:

	Reception	Book		Page .
Mesa County, Colorado Montrose County, Colorado Grand County, Utah Emery County, Utah	1121459 455486 367733 258465	1088 636 256		104-106 439-441 25-27
emery country, oran	230403	89	1.0	404-406

Uccumentary Transfer Tax \$ 5.7.40

Computed on full value of property conveyed; of
Computed on full value less liens and encumberances maining thereon at time of transfer.

Under penalty of perjugy:

Signature of declarant or signal INDEXID

determining tax-firm name.
Houston oil finingula communition

Book 11- PAge 549

If Houston makes the affirmative election to surrender to the lessors all or any part of that Mining Lease and Option to Purchase dated February 24, 1976, between Dollarhide Corporation, Summit Resources, Inc., Carmen Jones, Administratrix of the Estate of Roy Jones, Guy M. Bartlett, and Roger Arnebergh (lessors) and Minerals Engineering Company (lessee) covering the claims identified in the Deed and Release of Mortgage referred to hereinabove, Houston agrees to give MECO at least thirty (30) days' prior written notice. If MECO gives Houston written notice within such thirty (30) days that it elects to take a reassignment of Houston's rights, Houston shall promptly assign to MECO all rights and interests which Houston may then have in that portion of the lease to be surrendered. If such reassignment is of less than all of the property remaining subject to the Mining Lease and Option to Purchase, prior to such reassignment, MECO shall obtain written consent of the lessors to a partial assignment and their written agreement to treat the partial assignment such that a default by MECO will not affect Houston's interest under the entire Mining Lease and Option to Purchase. Notices shall be deemed sufficiently given or served if in writing and deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to such party at the following address or at such other address as the party shall have designated by written notice to the other party in accordance herewith. Notices so given shall be deemed to have been received on the date of mailing.

Notice to Houston:

Houston Oil & Minerals Corporation Suite 408 222 Milwaukee Street Denver, Colorado 80206 Attn: C. Phillips Purdy, Jr. Vice-President, Minerals Notice to MECO:

Minerals Engineering Company 1055 Colorado Mational Building 950 Seventeenth Street Denver, Colorado 80202 Attn: Anton G. Foust President

-2-

Book 11-PAge 550



MECO represents and warrants that there are no mortgages, liens, or encumbrances on MECO's interests in the property subject to this Deed.

MECO warrants the interests conveyed hereby against those claiming by, through or under MECO.

IN WITNESS WHEREOF, MECO has executed this Deed as of the date and year first above written.

MINERALS ENGINEERING COMPANY

ATTEST:

Secretary

Secretary

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)
SS.

The foregoing instrument was acknowledged before me this 12^{12} day of July, 1978, by ANTON G. FOUST, as President, MINERALS ENGINEERING COMPANY, a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Hotary Publicy Science

My Commission expires:

My Commission Expires Oct. 11, 1981

Filed for Record at Request of Hondow (Dily) Himself (Juguest If 1978 at AMin's. Past/Do'clock/IM. Corps.

Recorded in Book of Official Records

Page 549-550-55/Storey County, Nevada

Storey County Recorder

By Deputy

File No. 42475 fear 5.00 feb.

071178

Book 11- PAge 55/

Documentary Transfer Tax \$ 70.56

Computed on full value of property conveyed; or
Computed on full value less liens and encumberance remaining thereon at time of transfer.

Urder penalty of perjury:

GENERAL DEED

Signature of declarant or ager determining tax-firm name

DEED MADE AS OF THE 1ST day of March, 1979, between DAYTON INSPIRATION GOLD CORPORATION, Post Office Box 487, Portland, Oregon 97207, a Nevada Corporation, grantor, and HOUSTON OIL & MINERALS CORPORATION, a Nevada Corporation with office at 222 Milwaukee Street, Denver, Colorado 80206 ("HCM"), the grantee:

WITNESSETH, that Dayton, for and in consideration of Ten Dollars (\$10.00) in hand paid by HCM and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of DAYTON'S right, title and interest in its real property, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, licenses, rights of way, tunnel sits, and patented and unpatented mining claims described and more fully set forth in EXHIBIT "A" attached hereto and made a part of this deed, including all buildings located upon said mining claims in an "as in condition" with no warranty as to their structural soundness or usability for mining operations.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ore, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges, and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof; and also all the right, estate, title, interests, property, possession, claim, and demand whatsoever; as well in law as in equity, of DAYTON, of, in or to the PROPERTY and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the property above bargained and described, with appurtenances, unto HCM, its successors and assigns, forever

IN WITNESS WHEREOF, DAYTON INSPIRATION GOLD CORPORATION has hereunto set is hand and seal as of the day and year first above written.

SEAL ATTEST

Secretary

Secretary

DAYTON DISPIRATION GOLD CORPORATION

hora mite

N.T

STATE OF OREGON

ss (

COUNTY OF MULTNOMAH

day of 1979, by Burton W. Onstine, Vice President of Dayton Inspiration Gold Corporation, a Nevada Corporation

My Commission Expires 12-07-80

Notary Public-In and for the State of Oregon, residing at Portland, Oregon

135328

SOOK 024 FACE 248

SE41 1.



EXHBIT "A" TO DEED FROM DAYTON INSPIRATION GOLD CORPORATION, a Nevada Corporation to HOUSTON OIL AND MINERALS CORPORATION

Fig. The Following locate, situate and being in the Gold Hill Mining District, Storey County, State of Hoveds, and more particularly described as follows, to wit:

TRACT 1

Toodville Lode Claim, U. S. Survey No. 53, page 114, Storey County, Nevada, Records.

Justice Claim, U. S. Survey No. 43, patent himrefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memohio Claim, U. S. Survey No. 100, patent cherefor heing recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of lection of which is recorded in Book D, type 31, Storey County, Nevada, Records.

Unable Claim (possessory), the certificate of teration is recorded in book 5, page 60, Ctoray County, Mavada, Records.

Howson Internation

Filed for Record at Request of Newton's Carp.

Cury 22,1940 at 15 Min's. Past To'clock A.M.

Recorded in Book 24 of Official Records

Page 243 THAIL 255 Storey County, Nevada

Many Rushill Storey County Proofer

By Lundy Linkburt Deputy

File No. 1749 6 - 74410.00 FD

800K 024 PAGE 249

Note 32 and 33 in Block 6, Range C of the town of Gold Will.

Total 30, 31, 27 and the West 22 feet of Tot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Wall- also the South 40 feet of Lot 55 and till of Lot 56 in Block 8, Range D, Gold Will.

modernier with all the dips, apurs, and angles, and also all the metals, ores, gold, and allver Bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendent, and appurtenant, or therewith usually had and employee.

There covered by beed from JUSTICE COLD AND CHARM ALBING COMPANY, a California corpomation to the DAYTON CONSCIDATED MINES COMPANY, dated December 18, 1941, recorded in Book 62 of Leeds, Page 157, Records of Storey County, Nevada.

TRACT 2

Thoshone-Comstock No. 2, unpatented lode naming claim, the certificate of location as recorded in book G. page 385, in the County Recorder's office, Storey County, Nevada.

Reystone Patented mining claim, being U. S. hurte, No. 55, patent therefor being recorded in wook 36, page 56, Storey County, Nevada, Lecords.

Chonta (sometime called the Front Lode), Loing U. S. Survey No. 117.

FOGUTHER with all the dios, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or havared of any and all mining claims and promerty included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually has and enjoyed.

Above covered by Deed from the COMSTOCK CONSTOCK AND SECURE HINTH COMPANY, a Nevada Corporation to one LATTOA COMPONIDATED HINTH COMPANY, while Concentration 15, 1936, recorded in Look 62 of Leeds, Page 20, decords of Leorey County, Nevada.

THE RELEASE OF THE PROPERTY OF

TRACT 3

Cartain portions of the following described patential and unpatented fode Mining claims:

caledonia unaw (possessor), the dertificate of location is recorded in Ecok T, Page 142, Charey County, Nevada, Records.

tite 3 (possessory), the certificate of location of which is recorded in Dock G. page 33, Storey County, Nevada, Records.

wito 10 (massescory), the certificate of constion of which is recorded in Moot C. Page 33, Storey County, Revada, Records.

Puto Al (possessory), the certificate of Contion of which is recorded in Book G. Ford 34.

Calcoonia U. S. Survey 4509, unpatented, the rectificate of location of which is recorded to Look F, Page 170, Storey County, Mayada, Accords.

Eront Gode U. S. Survey 49, 49% and 49%, patent chereful being recorded in Book 30, mage 462, corey County, Hevada, Records.

affil portions of any mining richts and surface rights included but not herein apportionally named.

TOOFTHER with all the dips, spure, and angles, one also all the metals, ores, gold, and oilver bearing quarts, rock and earth in place or severed, of any and all mining claims and organization included in the above tract; and all the 11 data, privileges, and franchises thereto includent, appendent, and appurtament, or therewith usually had and enjoyed.

COUNT CONTROL BY WEED FROM COMPOSITIONED CHOILER COUNT AND STANCE MINING COMPONY, a Colifornia correction to the MATTO'S CONTOLIDATED MINES CONTONES, dated June 17, 1947, recorded in Book 57 of Deeds, name 536, Records of phoney county, Sevent.

TRACT 4

With numbered 16, 17, 10, 20, 20 and 22 in the Cost damps Q of cold Hill Scomston, story Country, herofo.

NHOWN covered by Beed Irom Vincipine (Chindott, or Dilver City, Nevada to the PASTON CONSOLIDATED

MINDS COMPANY, dated May 20, 1940, recorded to Book 62 of Reeds, Page 45, Records of Storey County, Nevada.

First of Not Number 13 in Block 6, Range C of Gold Hill Townsite, Storey County, Hevade.

PROVE devered by Deed from VINCENZO MARICONI, of Cilver City, Nevada to the DAYTON CONSOLIDATED HINES COMPANY, dated March 31, 1942, recorded in Dock 62 of beeds, Page 168, Records of Sucrey County, Nevada.

POCEMBER with all the dips, sours, and angles, the also all the metals, ores, gold, and allower bearing quartz, rock and earth in place or revoied, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto inclident, appendent, and appurtenant, or theretails invally had and enjoyed.

TIDICT 5

The certificate of location is recorded in Book G, page 575, Scorey County, Mayago, Records.

persader, (possessory), the certificate of transion is recorded in Dook G, Page 57G, Storer County, Devada, Records.

Protector, (porsessory), the certificate of location is recorded in Book G. Page 576, Storey County, Navada, Decords.

cold King, (possessory), the certificate of Accetion is recorded in Book G, page 374, thorough county, Nevada, Records.

all of above presentory claims located by Payton Consolidated Mines Company.

MCCTTIME with all the dips, spurs, and angles, and in so at the metals, over, goto, and ather hearing nuarty, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, inducting and franchises there to includent, appendant, and appurtenant, or therewith usually had and enjoyed.

n. the following locate, situate and being in the

Dorth to gother and Chilmotown Minding Claimseds , in the

County of Igen, State of Nevada, and more particularly demandable of follows, to wit:

-7-

TRACT 6

The Daylon (Marble Lode, U. S. Survey No. 66.)

7: DVE covered by Deed from the MOEART ESTATE COMPANY to LAYTON CONSOLIDETED MINIS COMPANY, dated October 10, 1933, recorded in Book 27 of Leeds, Page 427, Records of Lyon County, Taylob.

Morauth, U. S. Survey To. 63, recorded in Book L of Surveys, Page 38, Lyon County, Nevada, Records.

MINOUR ocvered by Deed from the MOSSUTE MINING COMPANY, to DAYTON CONSOLIDATED MINIS COMPANY, Cuter April 1, 1976, recorded in Ecok M of Mining Deeds, Page 456, Records of Lyon County, Revada.

The Charokee, U. S. Turvey No. 75, patent unerafor being recorded in Book P Surveys, Figs 105, Lyon County, Nevada, Records.

MICHO occupied by Dand from Maud Lee Plood (Files of James L. Flood, decessed), MARY ERROR PLOOF STREETS (daughter of James L. Flood, deceased), and JAMES L. FLOOD (son of James L. Flood, deceased) to DAYTON CONTOLIDATED MINES COMPANY, deced Occuber 22, 7936, recorded in fook M. of Mining Feeds Page 380, Lyon County, Navada, Records.

the Filesdora, U. C. Survey No. 56 (excepting che fact on the south and of the claim) patent cherefor being recorded in Book B Surveys, Tage 74, Eyen County, Mevada, Records.

ANTIP SOVERED by Doed from LILT EURHORN, TRUSTEE OF THE ARMADERA MINING COMPANY, to DAYTON TORROUTE FOR MINES COMPANY, dated June 15, 1830, recorded in Book H, of Mining Deeds, Page 579, Lyon County, Nevada, Records.

nadre, Peach and Peach #2 (possessory), the corrulations of location is recorded in Vol. Possessors Page _____, Dyon County, Javada, Process.

PHOVE movered by Deed Crow C. M. CIDITH to Hearto Contentante Mines Company, dried matter 28, 1933, recorded in Took W. of Humino deeds, Page 371, Won County, Hewards, Allerto.

we. risely (possessory) the certificate of location in recovers in Act. C of Contions, Page 208, Lyon County, Marca, Records. PROVS covered by Deed from FRANK R. GOPTON to Living MONSOLIDATED MINES CO., dated September 24, 1954, recorded in Book M, of Mining Deeds, Page 273, Lyon County, Nevada, Records.

Layton Fraction (possessory), the certificate of torstion is recorded in Book S. of locations, Page 107, Lyon County, Nevada, Records. (This possessory mining claim located by Edyton Constituted Aimes Company).

Silver City Lots as Inid down and described on the Roya E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Gumber 277-273-279-330 and 233, Covered by Deed from the "plant Estate Company to Dayton Conchildrend Minos Company, dated October 10, 1953, recorded in Book 27 of Deeds, Page 427, Lyon County, Jovada, Records.

Fundam 193, Covered by Dead Syom VIDA HOYGE NO. 1480 F. DACKOTTS to DAYTON CONSOLIDATED MINOS COMPANY, dated November 24, 1924, recorded in Book 28 of Deeds, Page 193, Lyon County, Davada, Records.

Tumbers, 273-274 and 275, devered by Deed from FRED ARTHRES to DATION CONSCIDENTED MINES COURTER, Street Recember 13, 1934, recorded in Loth 23 of Deeds, Rage 329, Syon County, Levada, Records.

Marker, 103 and known to "Endown Clope Mill' Sile," covered by Dead from GEORGE PUREWAN to DETECT COMPANY, dated November 10, 2024, Lecorded in Dook 23 of Deeds, Deed 154, Tyon County, Hevada, Records.

Humbers 101-102 and 123, Covered by Deed from Chart Community to DATTON COMMOCIDATED MINES COMMUNIC, drived October 19, 1933, recorded in tops 27 of Deeds, Page 420, Ayon County, Nevada, Records.

Humbers 12:-134-135-136 and 190, Covered by boos from 2076 F. THOUSENS to MATTO! COMSOLIDATED THE COMPTON, dated haril 5, 1934 recorded in Book 28 of Deeds, Page 192, Lyon County, Mayada, Troopeds.

Part of Dot 304 and all of Bot 286, dovered by Terr from PANY 1. Dominin and TAMES F. TREBERY on the of the Old October 2. MINES COMPANY, dated December 4, 1933, recorded in book 27 of Deeds, Day 1977, Syon County, Tayada, Raderdo.

TOTWIESE with all the dips, opers, and angles, and leo all the new 's, open, gold, and silver

learing ments, rock and earth in place or newers, of any and all mining define and eroperty included in the above tract; and and the rights, privileges, and franchises therein incldent, appendant, and appurtenant, or therewith usually had and enjoyed.

THE OEST GROUP OF CLAIMS BEING TRACT 7 IS NOT INCLUDED AS A PART OF EXHIATT "A"

Ant Mining Claim. U. S. Survey No. 147 (managed)

Comb North Drimmsion Wining Claim, V. S. Grever An. 150, (nauented) recorded in Book Mod Dreeds, Page 227, Lyon County, Revada, Recorded

Tures Tode Mining Claim, U.S. Survey No. 17. (materited), recovered in Book H of Mining -Teach. Page 55, Wan County, Revada, Records.

Taline Tentag Chidm, U. S. Survey So. 133, (missited), recorded In Sook M of Muning Deeds, Proc 66, Ayon County, Nevada, Records.

Trutains Hell dining Clade, U. S. Survey 40. 170 (gunness), recorded in book M of Mining Hedr, Page 54, Tyon County, Nevada, Records.

opposers 1987 No. 2 Mining Tlava, J. 3. Survey in 151, (patented) recorded in Book M of Mining Ferda, Page 63, Tyon County, Revada, Records,

Indian angle Mining Claim, U. S. Survey No. 177 (patchied) recorded in Book M of Mining and J. Page 57, Syon County; Revade, Records.

Trenck Mining Claim, U. S. Survey No. 1703 (backeneed), recorded in Book H of Mining Perds, Proc. C., Mgon, County, Revola, Records.

Frent Countilla Mining Claim (nessociary), recristee in Vol. A of Abcations, Page 76, Gyon County, Jorda, Redoxds.

Idlly Mining Claim (bossemory) recorded in 1.0 of Goordons, Dage 635, Gyon County, Weynda, Records.

Franky Mining Claim (possessory) recorded in Mar. O of Community, Ongo 634, Gyon downty, Tayoda, Medorda.

Theor Minima Claim (ponnensor,) recorded in the 1.2 of Tochnions, Page 187, Egon Commity, egonds, Lecords.

GRANT DEED

In consideration of Ten Dollars in hand paid, HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation, Grantor, grants to HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation, Grantee, whose address is 1325 S. Colorado Boulevard, Building B, Denver, Colorado 80222, a Texas corporation, certain property situate in Storey County, , and more particularly described in Exhibit Nevada A attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this deed 18 M day of November , 1980. this 18th day of , 1980.

HOUSTON OIL & MINERALS CORPORATION

ATTEST:

STAL AFFIXED

ном німсо-номех

STATE OF COLORADO

City and County of Denver

Howson Intil Filed for Record at Request of Mining Corp Crc. 2,1980 at 15 Min's. Past 20'clock M. Recorded in Book 26 of Official Records Page 134 137 138 139 Storey County, Nevada ss. By July Dender Storey County Recorder
Deputy File No. 48122

The foregoing instrument was acknowledged before me this // day of November , 19 80 by Robert B. Hope, Houston Oil & Minerals Corporation, on behalf of the corporation pursuant to a resolution of the Board of Directors of the corporation.

My Commission Expires:

19831

[SEAL]

Documentary Transfer Tax \$ 70 -Computed on full value of property conveyed; or computed on full value less liens and encumbrances remaining thereon at time of transfer.

Under penalty of perjudy

George E. Roeves, Asst. Sec. Houston International Minerals Corporation

135336

SEAL AFFIXED

MAEXEN



TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in book G. page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chontz (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

Fite 11 (persentery), the certificate of location of which is recorded in Book G, page 34, Storey County, Revade, Records.

Caledonia U.S. Survey 4500, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

Tracts 2, 3, 4 and 5 are covered by Trustee's Deed of First National Eank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada.

Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98. Lyon County, Nevada, Records.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate
of location is recorded in Volume P of Locations, Page
Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Tract 6 above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 42 of Deeds, Lyon County, Nevada, Records.

Trustee's Deed above referred to also contains the following: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

QUITCLAIM DEED

In consideration of Ten Dollars (\$10.00) and other valuable consideration, HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation ("Grantor"), whose address is 3801 E. Plorida, P. O. Box 10200, Denver, Colorado, 80210 hereby quitclaims to R. W. DE LA MARE, a single man ("Grantee"), whose address is 1604 Pyrenees, Carson City, Nevada 89701 all of the right, title and interest in and to those certain lands ("Property") located in Storey and Lyon Counties, Nevada more particularly described in Schedule A attached herto and incorporated by reference herein which Grantor acquired through conveyances from Dayton Inspiration Gold Corporation dated March 1, 1379 and December 24, 1980 and recorded in the Official Records of Storey County, Book 24, Page 248 and Book 26, Page 561, and in the Official Records of Lyon County, Document Nos. 57224 and 57961.

TO HAVE AND TO HOLD unto Grantee, his successors, and assigns.

in witness thereof, Grantor has executed this Deed this day of _______, 1982.

HOUSTON INTERNATIONAL MINERALS CORPORATION

By K. H. Wright
Vice President-Operations

STATE OF COLORADO

City and County of Denver

The foregoing instrument was acknowledged before me this 5 day of Arrivet, 1982 by K. H. Wright, Vice President-Operations, Houston International Minerals Corporation, on behalf of the corporation.

My Commission Expires: My Commission Expires Feb. 19, 1905 3801 Ezst Florida Danver, Colorado 80210

SEALT START OF THE SEALT

Notary Public

70 Jup. 135340

200K 037 PAGE 254



SCHEDULE A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Peok 35, Page 114, Storey County, Nevada,

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records:

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

TRACT 2

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Rook 36, Page 56, Storey County, Pevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Nining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Rook G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Pook G, page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Rook F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named. 135341

TRACT A

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Rook G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Rook G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Rook G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Revada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Medge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page _____.
Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Also all mines, plants, buildings, offices and mill machinery acquired by Houston International Minerals Corporation from Dayton Inspiration Gold Corporation by Quitclaim Deed dated December 24, 1980.

When Recorded Return To:

CARL F. MARTILLARO, ESQ. 412 N. Curry St. Carson City, NV 89701 Page 3 of 3

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this 16 day of January, 1987, by and between R. W. De La Hare, hereinafter called "Party of the First Part", Trans-Globe Resources, Inc., hereinafter called "Party of the Second Part" and McCabe Enterprises, Inc., hereinafter called "Party of the Third Part".

It is hereby mutually agreed upon, by the above three Parties, to the following provisions and conditions:

- 1. The Party of the First Part does hereby deed, convey and assign all of his interests in all his properties located in Storey and Lyon Counties that he owns or has interest in, and any and all structures, improvements, personal property, water wells, etc., or any corporation or other entity that he may own or have an interest in, to the above three Parties in the following manner:
 - (a) Fifty Per Cent (50%) interest to R. W. De La Mare.
 - (b) Twenty Five Per Cent (25%) interest to Trans-Olobe Resources, Inc.
 - (c) Twenty Five Per Cent (25%) interest to McCabe Enterprises, Inc. Title is to be taken as tenants-in-common.
- 2. It is further agreed by all Parties hereto that an operating company will be set up to do the exploration, testing, and the other work necessary to make the property "bankable". The officers of the corporation and their duties will be thus:
 - (a) R. W. De La Mare will be President, Chairman of the Board and Senior Mining Advisor.
 - (b) Julia S. McCabe will be Secretary, Treasurer, Controller and a Member of the Board.
 - (c) James Galloway will be First Vice President, Chief Executive Officer, General Manager and a Member of the Board. A bank account will be set up and will require any two of the above named officers to sign the checks.
- 3. The financing needed for the project will be done in two stages. and will be as follows:
 - (a) The first step will be to raise the amount needed to make the project "bankable". This will be done by a note and deed of trust; or other instrument that will provide collateral security for payment of the promissory note, on all the properties and will be executed by R. W. De La Hare, who is the owner of record MOEXE at this time.



- (b) The second step or stage will be to raise the large amount of capital needed to build the mill, process the ore and put the project into operation. This amount could run upwards of Twenty Five Million Dollars (\$25,000,000). This sum to be arranged and signed for by James Galloway, President of Trans-Globe Resources, Inc. and Julia S. McCabe, President of McCabe Enterprises, Inc., as they both have extensive experience in the financing field.
- 4. It is also mutually agreed that the Party of the First Part agrees to sell to the Parties of the Second and Third Parts, at their option, the First Party's Fifty Per Cent (50%) interest in the project under the following terms and conditions:
 - (a) The Parties of the Second and Third Parts will make a cash down payment of One Million Dollars (\$1,000,000), then one year later, and each year thereafter, make an annual payment of Five Hundred Thousand Dollars (\$500,000) for as long as the Party of the First Part (R. W. De La Mare) shall live. This payment schedule vill be guaranteed by the establishment of a non-revokable life-long trust fund. When this fund is established the Party of the First Part will execute a grant deed and/or any other document needed to transfer clear title and possession to the Parties of the Second and Third Parts.

This Agreement may be recorded by any of the Parties hereto.

IN NITNESS THEPEOF, the Parties hereto have caused these presents to be executed the day and year first above written.

FIRST PARTY: R. W. De La Mare		third PARTII	-
STATE OF NEVADA COUNTY OF Carson City	0104783 } ss.	TITUE INSURANCE AND TRUST ATION COMPANY Onally appeared before me,	
On January 16, 1987 a Notary Public. R. W. De La Mare,			
who acknowledged that the Yexecuted the abo	ve Instrumer	PATRICIA J. TURNER otary Public - Nevido Story County oph Expires June 20, 1989	

35345

0104783

DOCE - 056 PAGE 338

MICROFILMED

O104783
OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED R

Filed for Record at Request of Resource a February at St. Nin's: Past/Lo'clock AM. Recorded in Book School Official Records Puge 337-338-339. Storey County, Nevada Storey County Recorder

By Deputy
File No. 59/14 Fee 7.00pd.

'87 JAN 20 AH 11 42

NANCY A CARR
COUNTY RECORDER
FEE ZEAR DE C

ALIT ACCUSED TO SO

MEMORANDUM OF AGREEMENT

This Agreement, made this 29 day of MAY.

1987, by and between RODNEY W. DE LA MARE, individually, and as President DE LA MARE MINES, LTD., a Nevada corporation, hereinafter referred to as "DE LA MARE", and ART WILSON, hereinafter referred to as "WILSON",

WHEREAS, DE LA MARE, is the owner of certain patented mining claims and other real estate located in the Counties of Lyon, Storey and Carson City, in the State of Nevada, and

WHEREAS, DE LA MARE is desirous of entering into an Agreement for the development of said properties, and

WHEREAS, WILSON is capable, willing and able to provide the expertise, man power and financial assistance necessary for the development of said properties,

NOW, THEREFORE, IT IS AGREED, between the parties as follows:

- 1. Transfer of Properties: DE LA MARE hereby transfers to WILSON an undivided 55% interest in all properties, including real properties, mining claims, and personal properties in which DE LA MARE or DE LA MARE MINES, LTD., has an interest, as more fully set forth in Exhibit "A" attached hereto and incorporated by reference herein. properties set forth on Exhibit "A" attached hereto and incorporated by reference herein.
- 2. Consideration for Said Transfer: In consideration of the transfer of the undivided interest as



set forth above, WILSON agrees to pay DE LA MARE \$100,000.00 in the following manner.

a. \$10,000.00 upon execution of this agreement.

- b. WILSON shall, no later than the 30th day of July, 1987, discharge the obligation on the single family residence of DE LA MARE located at 1604 Pyrenees, Carson City, Nevada, which such obligation includes a First Deed of Trust on the subject property in approximately \$65,000.00 to First Interstate Bank of Nevada, which is currently in foreclosure. The discharge of the obligation will require a refinancing of the subject premises; but in any such refinancing, WILSON shall remain personally liable for the discharge of the obligation. After said refinancing has been completed, WILSON will deed the said property located at 1604 Pyrenees Street, Carson City, Nevada, back to DE LA MARE with all rights of ownership.
- c. After the refinancing is completed, DE LA MARE shall receive a further cash payment which will be calculated as follows: The difference of the amount of the payment (\$10,000.00) made upon execution of this agreement, plus the amount needed to pay the foreclosure (\$65,00.00) subtracted from the \$100,000.00 purchase price which will be approximately \$25,000.00
- d. WILSON further agrees to discharge all current or past tax obligations on properties that are the subject of this Agreement in an immediate manner so that no further penalties or payments of current or past obligations shall be incurred by DE LA MARE. All future tax obligations on the subject property shall be discharged by the entity that takes title to the subject properties pursuant to this Agreement.

3. Additional Obligations of the Parties:

WILSON agrees to use all due diligence in the development of those properties referred to in Exhibit "A", consistent with the purpose of the parties in entering this Agreement, to wit: generation of income and revenues from the production of marketable ore. In this respect, WILSON shall be obligated to manage and develop the aforementioned

Bentlemanne

properties in a prudent and reasonable manner with the objective of the parties to maximize profits in the development and production of the properties that are the subject of this Agreement. DE LA MARE shall be consulted during all critical stages of the operation for the purpose of providing information and expertise relative to the subject properties. The parties hereto acknowledge that DE LA MARE has substantial knowledge, expertise, and data relative to the subject properties which should be considered and utilized at all stages of development and production consistent with the objectives of maximizing profits.

- 4. <u>Distribution of Profits</u>: The parties agree that all net profits of the operation and development of the properties referred to in Exhibit "A" shall be divided with WILSON receiving 55% and DE LA MARE receiving 45%. Net profits shall be determined after payment of all operating expenses for production and development including, but not limited to, overhead and salaries of employees.
- 5. Corporate Ownership: It is anticipated that the properties that are the subject of this Agreement shall be transferred to a Nevada corporation in which WILSON and DE LA MARE shall be directors. Stock ownership shall be divided with WILSON receiving 55% and DE LA MARE receiving 45%. The parties acknowledge that the establishment of said corporation is necessary for many business purposes including, but not limited to, the limitation of liability of the individuals that are parties to this Agreement and

the continuous operation of the properties that are the subject of this Agreement.

- 6. Additional Documents: The parties hereto anticipate that additional documents will be required to meet the intent and purpose of this Memorandum of Agreement. In this respect, it is anticipated that Deeds to mining claims and real property, assignments of mining claims, Articles of Incorporation and By-Laws, a Deed to the 1604 Pyrenees Street residence, and corporate resolutions will need to be drafted and executed. Inasmuch as time is of the essence of this Agreement, the parties agree that all reasonable dispatch in the execution of said documents will take place.
- Disclosures: WILSON has been advised and is aware of the existence of conflicting claims on certain properties described in Exhibit "A". WILSON is also aware of the existence of a "Memorandum of Agreement" dated January, 1987, between R. W. DE LA MARE and GALLOWAY, a copy of which Agreement has been provided to WILSON. Ву execution of this Agreement, WILSON agrees to acquisition of his property subject to the interest, if any, of said conflicting claims. WILSON also acknowledges and believes that said claims are without foundation and the parties agree to use all due diligence to eliminate any conflicting claims to the properties in question. expenses incurred in connection with the removal of said claims, shall be charged as a cost of operation to be

deducted from the proceeds generated from the operation and production prior to distribution of net profits.

8. Enforcement of Agreement: The parties recognize that this is a binding, enforceable Agreement. In the event action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. Venue shall be Carson City, Nevada.

RODNEY WE TO MAKE TO SOM OCCURRENCE INDIVIDUALLY

RODNEY W. DE LA MARE MINES, LTD.

ART WILSON, Individually

ACKNOWLEDGMENT

STATE OF NEVADA

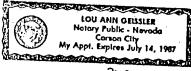
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CARSON CITY

ON THIS <u>9</u> day of <u>MAY</u>, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RODNEY W. DE LA MARE, individually and as President of DE LA MARE MINES, LTD., known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he

executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove written.



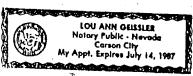
ACKNOWLEDGMENT

STATE OF NEVADA

CARSON CITY

on this 29day of MAY me, the undersigned, a Notary Public in and for said County and State, personally appeared ART WILSON, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove written.



3: ° m

SCHEDULE A De La MARE PROPERTY 5-29-87

LYON COUNTY E========

PEOCRAPHIC CONTROL OF THE CONTROL OF

PARCEL # DESCRIPTION 08-051-26 LOT # 273 SILVER CITY 08-091-01 4 PATENTED CLAIMS 16-121-01 PATENTED CLAIM METRO 174 08-043-05 LOT | 146 & 148 SILVER CITY LOT | 205 SILVER CITY 08-051-05

STOREY COUNTY ------

2-131-01 2-122-01 2-121-01 800-001-29 2-141-01 2-151-02

PARCEL ! =======

2-142-02 800-000-90 2-151-5 88-000-88 800-000-89 800-001-16 800-001-17

800-000-78 800-000-77. 800-000-81

800-000-80 800-000-79 800-000-84

800-000-83 800-000-82

800-000-85 800-000-86

800-000-87

800-001-18 800-001-20 800-001-19

AND ALL OTHER UNPATENTED CLAIMS LOCATED IN LYON, STOREY, AND CARSON CITY COUNTIES OF NEVADA

135353

BK 058 14997

STOREY COUNTY

Filed for Record at Request of At Mileral
May 29, 1987 at 32 Min's. Past Lo'clock M.

Recorded in Book 58 of Official Records

Page 441 41 Storey County, Nevada

Mary frue lule Storey County Recorder

By Margarit Santas Deputy

File No. 59783 12.00 For pol

WHEN RECORDED MAIL TO:

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1987.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That ART WILSON, RODNEY W. DeLaMARE, an unmarried man, and RODNEY W. DeLaMARE as President of DELAMARE MINES, LTD., a Nevada Corporation in consideration of \$10.00, the receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to D.W.C. LODE MINES, LTD., a Nevada Corporation, all the right, title, and interest in those certain mining claims located in Gold Hill Town Site Lots, the County of Storey, State of Nevada, and more particularly described as follows:

See Exhibit "A" attached hereto.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS our hands this 30th day of December,

DELAMARE MINES, LTD.

RODNEY W DeLaMAR President

MOOK 062 PAGE 168

STATE OF NEVADA CARSON CITY On this 30 day of December, 1987, personally appeared before me, a Notary Public in and for said County and State, ART WILSON, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. TOU ANH GEISCLER MORATA DIRECT VICTORIA CALIFOLICA (NO. 140 STATE OF NEVADA My Appl. Expires July 14, 1991 CARSON CITY On this 30 A day of December, 1987, personally appeared before me, a Notary Public in and for said County and State, RODNEY W. DeLaMARE, known to me to be the person described in and who executed the foregoing instrument as an unmarried man and as President of DELAMARE MINES, LTD., a Nevada Corporation, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. LOU ANN GEISSIER TY FUSUIC - NEVADA CALTOH CITY My Apot, Expires July 14, 1991

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LAW OFFICES OF

P. THOMAS BCK, III
BET HORTE MINISTERIAL STREET
CAMON CITY, REVARA STREET
(101) \$45-5440

DWC LODE MINES LTD GOLD HILL TOWN SITE LOTS - STOREY COUNTY

LOT NUMBER	APPROXIMATE ACRES	STOREY COUNTY PARCEL NUMBER
16, 17, 19, 20, 21, 22	6.44	002-121-01
27, 29, 30, 31, 32, 33	36.11 (LOT 27)	002-141-01
SOUTH 40 FEET OF LOT 55, ALL OF LOT 56		002-142-2
PART OF LOT 35 (NEW NO. 5)		002-151-05
43, 43-1/2, 44, 45, 46	4.30 (LOT 44)	002-122-01
51	25.00	002-131-01
36	3.98	002-151-02

Filed for Record at Request of Sale Mone, 3, 1987 and Min's. Past/Oo'clock AM.

Recorded in Book. God. of Official Records

Puge 166-167/68 Storey County, Nevada

Man Storey County Recorder

By Black Sole Deputy

File No. 60936 Fee 7.00pd

TREASURER DEED

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THIS INDENTURE made and entered into on the 10th day of May, 1993, between KATHLEEN HILTON, Treasurer and Ex-Officio Tax Receiver of Storey County, State of Nevada, PARTY OF THE FIRST PART and KATHLEEN HILTON, Treasurer of Storey County, State of Nevada, and her sucessors in office, in trust for the use and benefit of the State of Nevada andCounty of Storey, PARTY OF THE SECOND PART:

WITNESSETH:

WHEREAS, under and by virture of the laws of the State of Nevada, entitled an act to Provide Revenue for the Support of the State of Nevada and the Acts Amendatory thereof and supplemental thereto: The county Assessor of Storey County did between the first day of July, 1989, and the first day of January 1990 duly assess and enlist on the assessment roll of said County for the fiscal year 1990/91 the property hereinafter described situate in Storey County Nevada, for the purpose of collecting thereon taxes, authorized by law, to be levied and collected for State, County and Township purposes;

THAT WHEREAS, the first installment of taxes levied and assessed as aforesaid upon the porperty hereinafter described not having been paid on or before the first Monday in August 1990, the Ex-Officio Tax Receiver of said County entered upon the Assessment Roll of said County a statement that she had made a levy upon the property hereinafter described for the amount of taxes due thereon and penalties and thereafter placed the same upon the delinquent list of said County as required by the provisions of theActs above mentioned;

THAT WHEREAS, the second installment of taxes levied and assessed as aforesaid upon the property hereinafter described not having been paid on or before the first Monday in October 1990, the Ex-Officio Tax Receiver of said County entered upon the Assessment Roll a statement that she had made a levy upon the property hereinafter described for the amount of taxes due thereon and penalties, and thereafter placed the same upon the delinquent list of said County as required by the provisions of the Acts above mentioned;

AND WHEREAS, the third installment of taxes levied and assessed as foresaid, upon the property hereinafter described not having been paid on or before the first Monday in January, 1991, the Ex-Officio Tax Receiver of said County: entered upon the assessment roll a statement that she had made a levy upon the 17⁻

property hereinafter described for the amount of taxes due thereon and penalties and thereafter placed the same upon the delinquent list of said County as required by the provisions of the Acts above mentioned;

AND WHEREAS, the fourth installment of taxes levied and assessed as afore-said, upon the property hereinafter described not having been paid on or before the first Monday in March, 1991, the Ex-Officio Tax Receiver of said County entered upon the Assessment Roll a statement that she had made a levy upon the property hereinafter described for the amount of taxes due thereon and penalties and thereafter placed the same upon the delinquent list of said County as required by the provisions of the Acts above mentioned;

THAT immediately after the first Monday in March 1991, pursuant to the acts above mentioned, she caused to be published in the Comstock Chronicle a newspaper printed and published in Virginia City, Nevada, State of Nevada a notice containing a description of the property on which such taxes were a lien and which would be sold for the payment thereof, and that delinquent penlaties and costs due thereon, and further specifying that property purchased a said sale was subject to redemption within two years from the date of the Treasurers Deed of Trust by payment of all sums with interest from the date of said Deed of Trust until paid;

AND WHEREAS, the Treasurer and Ex-Officio Tax Receiver, aforesaid, pursuant to the notice aforesaid, did sell the property hereinafter described to the County Treasurer of Storey County to hold in Trust for the County of Storey and State of Nevada, and filed a Certificate therof with the County Recorder of Storey County;

AND WHEREAS, the property hereinafter described and sold as aforesaid, not having been redeemed within the time allowed by law for its redemption, and stated in the Certificate, was listed described on said Assessment Roll and Deliquent Roll and Deliquent Lists and Notice of Sales as follows:

Bilyeu, Richard L. and Karen J.

Parcel # 4-271-62, Lot 8 as shown on the Amended Division of Land Maps, recorded July 5, 1977 under Filing No. 40621, Official Records of Storey Co.

2 3	Bowen, Richard D and Nora M.	Parcel # 3-052-23, Lot 49, Block K, Virginia City Highlands, Unit 1 accord- ing to the official Plat thereof record- ed as Document #35070, on April 13, 1972, Storey County Records
4 5 6	Collins, Herman D & Patricia A.	Parcel # 3-285-07, Lot 73, Unit No 5 Mark Twain Estates, according to the map thereof filed in the office of the County Recorder of Storey County, Nevada on September 24, 1970 as File No 33747.
7 8 9	Garrett, Lynn T. and Edith B.	Parcel # 3-073-02, Lot 149,Block M, Virginia City Highlands Unit 1 accord- ing to the official Plat thereof record- ed as Document # 35070, on April 13, 1972 Storey County Records.
10 11 12	Hill Top Developers, Inc.	Parcel # 3-291-06, Lot 91 Unit No 7 Mark Twain Estates according to the map thereof filed in the office of the County Recorder of Storey County Nevada on September 7, 1971 as File No 34560.
13 14 15	Hudson, Norman and Linda	Parcel # 3-131-09 Lot 109 Block M Virginia City Highlands, Unit 1 accord- ing to the official Plat thereof record- ed as Document # 35070, on April 13,1972, Storey County Records.
16 17 18 19 20 21 22 23 24 25	IDA Consolidated Mines	Parcel # 800-001-31, Pride West #3792 Parcel # 800-001-32, Luckey Star Fr.#3792 Parcel # 800-001-33, Lucky Star #3792 Parcel # 800-001-30, Badger # 3792 lode mining claims, being a portion of Mineral Application # 04894, designated by the Surveyor General as Survey No. 3792, and patented under United States Patent No 342532; said patent being of record in the office of the County Recorder of Lyon County in Book "L" at page 15 of Mining Deeds; but which said four claims are located in StoreyCounty SAVE AND EXCEPTING from this conveyance that portion of the Lucky Star Claim which was conveyed by Nevada Mining, Reduction and Power Company to D.C. Armstrong by deed of date January 8th, 1916.
26 27 28	Meredith, L. C.	Parcel # 4-281-40, Lot 492-S as shown on that certain Division of Land Map recorded February 1, 1979, as Series No 43664, in the Official Records of Storey County, Nevada
29 30	Pines Development Corp.	Parcel #800-002-29 Empire State # USS 198 Parcel #800-002-28 Shierle USS # 156 Parcel #800-002-27 Keystone USS 199A
31 32	OMEGA, INC.	Parcel # 3-304-02, Lot 24 Unit 7, Mark Twain Estates according to the map thereof filed in the office of the County Recorder of Storey County Nevada on September 7, 1971 as File No 34560

I	υ.w.c. Lode mines,	LID Patented	Mining Claims	as follows:	
2	Mineral Survey No.	Claim Name	Patent Number	Parcel Number	
3	10				
4	49 120 125	Front Lode (A + B) Holman Niagara	141 - 167515 2351	800-001-19 800-000-78 800-000-79	
5	55 2025	Keystone Wedge (Overland)	785 39507	800-001-16 800-000-88	
6	100	Memphis Chonta	1436 2438	800-001-17 800-001-18	
. 7	4599 2022	Caleodonia Ledge	9452	800-001-20 800-000-89	
8	2025	Overland White Lead	39507 16696	800-000-90 800-000-80	
9	144 1896	Cliff House Black Bird	6916 33721	800-000-81 800-000-82	
10	1897 1898	South Alamo East Alamo	33722 33733	800-000-83 800-000-84	
11	1980 2023	Corey - Jay Boer German Bell	3704 38822	800-000-85 800-000-86	
12	2022 80	Sebastapol South Comstock	39502 1066	800-000-87 800-000-77	
13					
14	D.W.C. Lode Mines,	LTD Gold Hill	l Town Site Lot	s as follows:	
15	<u>Lot Number</u>	Approx. Acres	Parcel Number	er <u>Block</u>	Range
16	16,17,19,20, 21, & 22	6.44	2-121-01	6	С
17	27,29,30,31,	36.11 (Lot 27)	2-141-01	6	С
18	32,33				
19	South 40 Feet of Lot 55, All of		2-141-02	8	D
20 21	Part of Lot 35 (New No. 5)		2-151-05	6	C
~.	1				

4.30 (Lot 44)

25.00

3.98

2-122-01

2-131-01

2-151-02

43,43-1, 44, 45,46

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NOW THEREFORE, this Indenture Withnesseth that in consideration of the premises and the several amounts of taxes, penalties, and costs hereinbefore described, AS PARTY OF THE FIRST PART, I, KATHLEEN HILTON, Treasurer and Ex-Officio Tax Receiver, Storey County, State of Nevada, do hereby grant, bargain sell and convey unto myself as the PARTY OF THE SECOND PART, all and singular the property hereinabove described as fully and completely as I may or can lawfully convey the same together with all and singular the enements, hereditaments and appurtenances thereto belonging or in anywise appertaining known and unknown in and to the several above described premises and every part and parcel thereof

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31 32 with the appurtenances which they or either of them possessed on the day of the levy of the taxes aforesaid.

TO HAVE AND TO HOLD all and singular the hereinabove mentioned and described property together with the appurtenances thereunto belonging, unto myself as said TREASURER OF STOREY COUNTY, State of Nevada, and to my successors in office in trust for the use and benefit of the State of Nevada and County of Storey forever.

IN WITNESS WHEREOF, I, the said KATHLEEN HILTON AS TREASURER and Ex-Officip Tax Receiver of Storey County, State of Nevada, have hereunto set my hand the day and year first above written.

SEAL AFFIXED

KATHLEEN HILTON,

Treasurer and Ex-Officio Tax Receiver County of Storey, State of Nevada.

FILED FUR RECORDING AT THE REQUEST OF Kuthy Hillon

Transverof Story County 93 MAY 10 AH 11: 36 ILE NO. 071376

FILE NO. U71376

MARGARET LOWTHER
STOREY COUNTY-RECORDER!

MC FEE DEP

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